

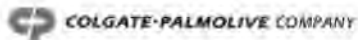
# **EXHIBIT A**

## **PART 2**



EXECUTION VERSION

7.0 Implementation Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
7.6.	<b>Data Conversion – General</b>					
7.6.1	Create data conversion strategy document to identify sources of data (current Provider(s), Colgate, etc.)	I		—	—	
7.6.2	Create data conversion file format based on your standard de-conversion file structure (customizing for Colgate's unique requirements)	I		—	—	
7.6.3	Create data mapping requirements and related documentation	I		—	—	
7.6.4	Provide a data conversion team expected to become well versed in Colgate's plan provisions, processes and administration	I		—	—	
7.6.5	Create all data required for ongoing administration	I		—	—	
7.6.6	Convert data to your required structure	I		—	—	
7.6.7	Identify data cleanup issues based on initial data load process	I		—	—	
7.6.8	Maintain a record of historical case management notes	I		—	—	
7.6.9	Maintain a record of information on prior administrator open cases	I		—	—	
7.6.10	Convert bad email and bad address indicators	I		—	—	
7.6.11	Work with current provider to resolve open cases	I		—	—	Expectation is that current provider will close out open cases as of Transition date.
7.6.12	Perform research with current provider as required	I		—	—	
7.6.13	Convert all imaged files with current provider to your imaging system	I		—	—	
7.6.14	Collect all historical plan documents and SPDs (electronic and paper)	I		—	—	
7.6.15	Request new banking information from participants	I		—	—	
7.6.16	Convert electronic beneficiary elections/designations	I		—	—	
7.6.17	Convert participant supplied email	I		—	—	



EXECUTION VERSION

7.0 Implementation Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
7.6.18	addresses Convert current elections for how participants want to receive communications (i.e. paper or paperless)	I		—	—	
7.6.19	Process 4 Colgate conversion test files — 1 test format file with a subset of the population and 3 full volume test extracts per Service	I		—	—	
7.6.20	Audit prior Provider data against Colgate SAP data	I		—	—	
7.6.21	Audit prior Provider data across business lines as applicable	I		—	—	
7.6.22	Validate and reconcile results of each data conversion test cycle	I		—	—	
7.6.23	Reconcile production conversion data from prior administrator	I		—	—	
7.6.24	Perform signoff on conversion accuracy	I		—	—	
7.6.25	Provide facility to store historical data not required for ongoing administration	I		—	—	
<b>7.7. Data Conversion – H&amp;I</b>						
7.7.1	Convert plans for July 1, 2017 live date	I		—	—	
7.7.2	Convert existing EOI indicators	I		—	—	
7.7.3	Transition information about coverage and election history for 2015 and 2016 for reference purposes.	I		—	—	
7.7.4	Reconcile eligibility and premium data with carriers at conversion	I		—	—	
7.7.5	Provide 80 hours of data cleanup during implementation (may not be required)	I		—	—	
7.7.6	Convert legacy retiree life insurance amounts	I		—	—	
7.7.7	Convert participant overrides (elections/coverage/eligibility)	I		—	—	
7.7.8	Convert dependent data	I		—	—	
7.7.9	Convert Full time and part time group life insurance earnings	I		—	—	





EXECUTION VERSION

7.0 Implementation Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
7.7.10	Load YTD FSA and Dependent Care deductions from payroll	I		—	—	
7.7.11	Convert flags to support plan provisions (e.g. life insurance assignment flags, eligible to purchase retiree medical in a lump sum, Hill's \$5,000 retiree life insurance minimum, years of service to be added to standard retiree medical cost sharing, Above & Beyond Colgate transfer flag)	I		—	—	
7.7.12	Convert 'fixed' rates for employees on LTD	I		—	—	
7.7.13	Flag Colgate couple IOUs	I		—	—	
7.8.	<b>Data Conversion – DC</b>					
7.8.1	Convert plans for January 1, 2018 live date or earlier date agreed to between Colgate and selected provider	I		—	—	
7.8.2	Setup the system and processes to allow for discontinuation of required ongoing processing for BSA programs over the next 3-4 years	I		—	—	
7.8.3	Convert fund price history (for performance calculations)	I		—	—	
7.8.4	Convert information on participants with historical lump sums and cash outs	I		—	—	
7.8.5	Convert current and historical account structures	I		—	—	
7.8.6	Convert all current elections (contribution rates, auto-escalation, auto-diversification, installments, dividend payouts, investment elections, etc.)	I		—	—	
7.8.7	Convert current loan detail (including defaulted but not offset information)	I		—	—	
7.8.8	Convert 24 month information on company money types needed for BSA administration	I		—	—	
7.8.9	Perform conversion with no blackout – after data is received from current	U		—	—	A short blackout will be needed in order to process



EXECUTION VERSION

7.0 Implementation Requirements						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	provider					and reconcile plan data.
7.8.10	Provide 50 hours of data cleanup during implementation (may not be required)	I		—	—	
7.8.11	Receive/"convert" stale/uncashed check list from prior administrator	I		—	—	
7.8.12	Receive/"convert" clearing account reconciling items	I		—	—	

8.0 Interface Processing						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
8.1.	<b>Data Processing – General</b>					
8.1.1	Maintain ownership of interfaces requirements (between Provider and Colgate and Provider and third parties)	I		—	—	
8.1.2	Edit all incoming feeds prior to loading/posting to the Provider Administration Systems – edits to be jointly defined by Colgate and Provider	I		—	—	
8.1.3	Ensure accurate records process even when file has edits (i.e. only rejected records do not process)	I		—	—	
8.1.4	Recognize social security number changes using Colgate Global ID match	I		—	—	
8.1.5	Document and provide Colgate a listing of all data feed edits and resolution procedures	I		—	—	
8.1.6	Produce edit reports for each incoming file that is inclusive of all provider systems (i.e. each issue is only provided once per SSN)	I		—	—	





## EXECUTION VERSION

8.0 Interface Processing						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
8.1.7	Manage data interface issue resolution process (inbound and outbound)	I		—	—	
8.1.8	Perform 8 hours per month of data file clean-up or data entry on SAP interface (as required)	I		—	—	
8.1.9	Perform quarterly compare of Colgate HR data to Provider Administration Systems data	I		—	—	
8.1.10	Perform annual address compare between HR data to Provider Administration Systems data (Colgate will provide full file of HR data)	I		—	—	
8.1.11	Update HR data on Provider Administration Systems where discrepancies from annual / quarterly compare are identified	I		—	—	
<b>8.2.</b>	<b>Interface File Format/Frequency</b>					
8.2.1	Utilize data file formats currently used by Colgate (with minor updates to improve administration)	I		—	—	
8.2.2	Process twice weekly file HR data from Colgate (U.S. and Puerto Rico on same file). Feed has actives and those terminated in prior 45 days.	I		—	—	
8.2.3	Provide Colgate with daily address changes files for terminated employees (separate for US vs. non-US employees)	I		—	—	
8.2.4	Provide Colgate with a daily file of terminated employee deaths reported to Provider	I		—	—	
8.2.5	Post SAP file processing edit reports to plan sponsor website	I		—	—	
8.2.6	Ensure that all file processing cycles are scheduled/documented according to Colgate processing cycles (including managing Colgate holiday schedules)	I		—	—	
<b>8.3.</b>	<b>Interface File Processing – H&amp;I</b>					
8.3.1	Provide Colgate with weekly H&I payroll deduction (all benefit types	I		—	—	



EXECUTION VERSION

8.0 Interface Processing						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
8.3.2	for any change to an individual; U.S. and Puerto Rico on same file) Calculate payroll deduction information (including federal imputed income) for all eligible benefits on a pay period basis	I		—	—	
8.3.3	Calculate deduction arrears and provide to Colgate payroll (not for elections made within 31 day period; for other circumstances only)	I		—	—	
8.3.4	Calculate FSA deduction arrears and provide to Colgate payroll (receive deductions from Colgate payroll; closed loop process)	I		—	—	<p>While we do not perform Closed Loop payroll or a line by line reconciliation, we will work with Colgate to establish a contribution file that will contain the actual contribution amounts taken out by payroll. In addition, we will monitor the YTD contributions and any amounts that exceed the participant's goal amount will be reported back to payroll for any applicable refunds and to stop future deductions / contributions.</p> <p>Additionally, we can provide Colgate with a one-time per year reconciliation process whereby we receive a file from Colgate with YTD contributions tracked in your payroll system and we will bump it against the Provider Administration Systems and report all discrepancies. We will work with Colgate to</p>



EXECUTION VERSION

8.0 Interface Processing						
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						determine what adjustments are required to true-up both systems. This assumes we are the spending account administrators.
8.3.5	Provide FSA eligibility and election amounts to FSA provider weekly	I		—	—	
8.3.6	Calculate imputed income amounts for company paid life insurance above \$50k and domestic partner coverages on a pay period basis for active employees	I		—	—	
8.3.7	Calculate imputed income for inactive participants (retirees with life insurance over \$50k that did not pay for coverage in a lump sum, free life coverage above \$50k per severance enhancements, free coverage for domestic partners per severance enhancements, and retiree domestic partner medical coverage)	I		—	—	
8.3.8	Provide Colgate payroll with active employee health care cost information for Box 12DD W-2 reporting	I		—	—	
8.3.9	Send weekly report of terminations to life insurance carrier	I		—	—	
8.3.10	Support pass through payroll deductions for required third parties (e.g., voluntary benefits such as critical illness insurance)	I		—	—	
8.3.11	Provide expatriate deduction changes to "dummy" payroll process	I		—	—	
8.3.12	Accept and process "dummy" payroll cycles for expatriate FSA contributions for closed loop process	I		—	—	
8.3.13	Provide a monthly file to HDMS (H&I data warehouse)	I		—	—	
8.3.14	Provide a monthly eligibility file to MetLife for critical illness insurance	I		—	—	
8.3.15	Provide a file of eligible dependents	I		—	—	

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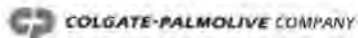
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8.0 Interface Processing						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
8.3.16	to Colgate quarterly Calculate and send February 1 <sup>st</sup> deduction changes due to Recognized Earnings update (per receipt of changes by spreadsheet in advance of SAP feed)	I		—	—	
8.3.17	Provide a weekly eligibility file to EAP provider	I		—	—	
8.3.18	Provide a weekly file to CVS Caremark (prescription drug coverage) (must include Medical Plan ID number from Anthem)	I		—	—	
8.3.19	Derive and report 'account' structures on disability, medical and dental interfaces	I		—	—	
8.3.20	Receive file from Anthem with medical Plan ID # for inclusion on CVS Caremark interface	I		—	—	
8.3.21	Provide weekly medical carrier interfaces (5 US + 2 PR)	I		—	—	
8.3.22	Provide weekly active dental plan carrier interfaces (2)	I		—	—	
8.3.23	Provide weekly vision plan carrier interface (1)	I		—	—	
8.3.24	Provide weekly disability interface (1)	I		—	—	
8.3.25	Provide weekly retiree dental eligibility interface (1)	I		—	—	
8.3.26	Provide weekly interface for Initial HIPAA rights notice	I		—	—	
8.3.27	Provide address and other indicative data changes received from Colgate or former employees to all vendors on weekly/monthly interfaces	I		—	—	
8.4.	<b>Interface File Processing – DC</b>					
	Note for this section: Items as applicable for US vs. PR (ex. PR does not have loans or non-qualified plan)					
8.4.1	Provide Colgate with weekly changes-only DC payroll deductions – separate files for U.S. and Puerto Rico	I		—	—	
8.4.2	Support separate interface files for	I		—	—	



EXECUTION VERSION

8.0 Interface Processing						
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8.4.3	U.S. and Puerto Rico Report contributions to Colgate in excess of legal limits (401(a)(17) and 402(g) and corresponding PR limits)	I		—	—	
8.4.4	Receive DC payroll data files as each payroll is processed at Colgate and post ON pay date. (Note: this could result in multiple payroll files in a week)	I		—	—	
8.4.5	Reconcile participant contribution and loan repayment totals with Colgate each contribution file	I		—	—	
8.4.6	Perform verifications on contributions received each payroll cycle – i.e. expected contributions vs. actual	I		—	—	
8.4.7	Notify Colgate of deduction stops (i.e. terminations, hardship withdrawals, and loan payoffs)	I		—	—	
8.4.8	Accept and process negative contributions and loan payments	I		—	—	
8.4.9	Recalculate loans based on pay frequency changes and send to Colgate payroll via email. (U.S. only)	I		—	—	
8.4.10	Accept and process "dummy" payrolls – semi-monthly for expatriate DC plan contributions and loan deductions for posting to participant accounts. (U.S. only)	I		—	—	
8.4.11	Process a file (spreadsheet) of actual Bonus Savings Account (BSA) amounts 5 times per year (U.S. only)	I		—	—	
8.4.12	Provide Colgate Payroll with a contribution rate refresh file annually (U.S. only)	I		—	—	
8.4.13	Incorporate contribution rate changes due to highly compensated employee and band limit changes into payroll interface prior to first paycheck in February (due to anticipated February 1	I		—	—	

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EXECUTION VERSION

8.0 Interface Processing						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
8.4.14	changes to recognized earnings per spreadsheet provided in advance). (US only) Instruct disbursement agent daily for loans, withdrawals, dividend payouts, installments and final distribution payments	I		—	—	
8.4.15	Instruct Colgate Payroll quarterly on U.S. nonqualified payments (possibly ad hoc for specified employees)	I		—	—	
8.4.16	Provide Colgate Payroll with an annual nonqualified plan accrual spreadsheet for FICA calculations (US only)	I		—	—	
8.4.17	Provide Colgate Payroll with a nonqualified plan accrual true-up spreadsheet for FICA calculations (US only)	I		—	—	
8.4.18	Instruct disbursement agent daily for Puerto Rico qualified payments	I		—	—	
8.4.19	Instruct trustee and fund managers on daily activity according to defined cutoff times	I		—	—	
8.4.20	Notify stock transfer agent of stock distributions daily	I		—	—	
8.4.21	Provide proxy information to stock transfer agent annually (in their required format)	I		—	—	
8.4.22	Accept NAVs from trustee/investment managers daily	I		—	—	
8.5.	<b>Data Maintenance</b>					
8.5.1	Track all data from Colgate required to administer plans and calculate benefits	I		—	—	
8.5.2	Act as owner of terminated participant indicative data	I		—	—	
8.5.3	Track hours worked	I		—	—	
8.5.4	Track Above & Beyond indicators for retiree life insurance and other provisions administered by Aon Hewitt	I		—	—	





EXECUTION VERSION

8.0 Interface Processing						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
8.5.5	Track base pay and work schedule for vacation buy/sell calculations	I		—	—	
8.5.6	Track production/non-production and related codes for communication, reporting	I		—	—	
8.5.7	Track data associated with application of severance program enhancements	I		—	—	
8.5.8	Track various employee types – full-time, salaried, hourly, union, severance, etc.	I		—	—	
8.5.9	Track Colgate employment statuses	I		—	—	
8.5.10	Track Colgate employment action/action reason codes	I		—	—	
8.5.11	Track location codes	I		—	—	
8.5.12	Track bargaining unit codes	I		—	—	
8.5.13	Detect false terminations and rehires due to transfers between Colgate Plans or locations	I		—	—	
8.5.14	Maintain employee payroll and pay frequencies	I		—	—	
8.5.15	Maintain flags to identify specified employees (top 50) and insiders	I		—	—	
8.5.16	Track and process Recognized Earnings changes annually (each February 1 <sup>st</sup> ) and during the year. Accept February 1 <sup>st</sup> changes for expatriates in December for expatriate process tasks.	I		—	—	
8.5.17	Track data changes that trigger participant communications, changes to eligibility, expatriate related processing, etc.	I		—	—	



EXECUTION VERSION

9.0 Defined Contribution Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
9.1.	<b>Core Administration</b>					
	Please note that there are some plan provisions that are not the same in the Puerto Rico Plan. Providers should read the plan documents/SPDs to understand the differences.					
9.1.1	Determine qualified plan eligibility based on plan rules	I		—	—	
9.1.2	Monitor/trigger eligibility for part-time employees with less than 50% planned working time that accumulate enough hours to become eligible	I		—	—	
9.1.3	Manually add Temporary Employees that reach an hours threshold to eligibility even if not reported on HRIS file (0-5 per year; working to automate)	I		—	—	
9.1.4	Calculate Service based on elapsed time from adjusted date of hire provided by Colgate	I		—	—	
9.1.5	Calculate vesting (can apply different rules by money type as needed – ex. PR)	I		—	—	
9.1.6	Determine eligibility for Basic Retirement Contributions (BRC) based on plan rules	I		—	—	
9.1.7	Determine eligibility for Additional Basic Retirement Contributions (ABRC) based on frozen rate	I		—	—	
9.1.8	Determine eligibility for the Success Sharing Account (SSA) program (allow for Colgate review)	I		—	—	
9.1.9	Determine Retiree Insurance Account (RIA) eligibility (i.e. select Hill's union groups). Allow for Colgate review.	I		—	—	
9.1.10	Support Provider Administration Systems capability to maintain grandfathered vesting schedules if necessary	I		—	—	
9.1.11	Accept manual contributions as required (i.e. Military make-up contributions)	I		—	—	
9.1.12	Process forfeitures of non-vested balances daily or quarterly as	I		—	—	



EXECUTION VERSION

9.0 Defined Contribution Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	applicable					
9.1.13	Accept repayments and process forfeiture reinstatements for rehires			—	—	
9.1.14	Apply forfeitures to BRC/ABRC funding quarterly			—	—	
9.1.15	Accept and process trailing pay (for PR) and contributions – participant may be considered a terminated employee on payroll, but still receiving compensation after termination date			—	—	
9.1.16	Accept and approve rollovers into the plan			—	—	
9.1.17	Accept and approve hardship withdrawal requests			—	—	
9.1.18	Notify participants of denied hardship requests			—	—	
9.1.19	Administer uncashed check process			—	—	
9.1.20	Provide quarterly statements electronically and via paper mailing			—	—	
9.2.	<b>Data Maintenance</b>					
9.2.1	Track vesting Service			—	—	
9.2.2	Maintain plan compensation, e.g. Recognized Earnings			—	—	
9.2.3	Maintain frozen data field containing Additional Basic Retirement Contributions (ABRC) level			—	—	
9.2.4	Process updated Recognized Earnings each February (amount effective February 1 through the following January 31) and with part-time to full time (or vice versa) changes throughout the year			—	—	
9.2.5	Maintain Colgate account structures including any grandfathered account structures			—	—	
9.2.6	Maintain source and taxability of contribution types			—	—	
9.2.7	Maintain data on employees not yet eligible for plan (i.e. part-time			—	—	





EXECUTION VERSION

9.0 Defined Contribution Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	employees)					
9.2.8	Maintain data on non-vested terminated participants	I		—	—	
9.2.9	Maintain data on participants who were cashed out or received lump sum payments	I		—	—	
9.2.10	Maintain flags for overseas Service (Note: Required for distribution processing)	I		—	—	
<b>9.3.</b>	<b>Beneficiary Maintenance</b>					
9.3.1	Collect beneficiary elections (online and paper)	I		—	—	
9.3.2	Accept contingent beneficiary elections (online and paper)	I		—	—	
9.3.3	Produce beneficiary forms based on entered information for participant signatures if non-spouse is elected (and married)	I		—	—	
9.3.4	Collect signed beneficiary forms, enter into Provider Administration Systems and image upon receipt	I		—	—	
9.3.5	Default beneficiary based on plan rules if no beneficiary is on file or is not living at the time of the participant's death (coordinate certification process)	I		—	—	
9.3.6	Research Colgate historical imaged beneficiary forms upon death	I		—	—	
<b>9.4.</b>	<b>Death Benefit Processing</b>					
9.4.1	Process plan death benefits	I		—	—	
9.4.2	Create and distribute survivor benefit notices upon notification of death – notifying beneficiary of the account balance and distribution options	I		—	—	
9.4.3	Provide surviving spouses/beneficiaries with SPDs	I		—	—	
9.4.4	Split deceased participant's account according to beneficiary designation	I		—	—	
9.4.5	Establish beneficiary accounts under the beneficiary SSN	I		—	—	



EXECUTION VERSION

9.0 Defined Contribution Operations						
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9.4.6	Transfer assets to beneficiaries upon death	I		—	—	
9.4.7	Coordinate outstanding loan aspect of death processing	I		—	—	
9.5.	<b>Contributions</b>					
9.5.1	Process pre-tax contribution rate elections	I		—	—	
9.5.2	Process after-tax contribution rate elections	I		—	—	
9.5.3	Maintain contribution tax basis	I		—	—	
9.5.4	Process automatic contribution increase elections (U.S. only)	I		—	—	
9.5.5	Process pre-tax to after-tax 'flip' elections (U.S. only)	I		—	—	
9.5.6	Support multiple bands of contribution rate limits for HCEs, for contribution rate elections, auto-enrollment and auto-escalation	I		—	—	
9.5.7	Determine eligibility for participant catch-up contributions	I		—	—	
9.5.8	Notify participants of catch-up contribution eligibility annually	I		—	—	
9.5.9	Process catch-up contribution elections (U.S. only)	I		—	—	
9.5.10	Monitor employees with pre-tax below 6% with catch up election	I		—	—	
9.5.11	Re-categorize catch-up contributions as pre-tax contributions as appropriate (for employees age 50 not reaching annual limit)	I		—	—	
9.5.12	Establish process to notify payroll of PR participants nearing the PR pre-tax limit if eligible for catch up contributions	I		—	—	
9.5.13	Retain pre-tax and after-tax employee elections even when pre-tax limit reached	I		—	—	
9.5.14	Process Military Leave make-up contributions	I		—	—	
9.5.15	Notify payroll of Military Leave	I		—	—	

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EXECUTION VERSION

9.0 Defined Contribution Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
9.5.16	make-up contribution elections via weekly payroll deduction interface Calculate company match per pay period (both qualified and nonqualified plans); for U.S. need to base on recognized earnings on file, for PR on per pay period eligible pay	I		—	—	
9.5.17	Apply different match formula to different groups of employees	I		—	—	
9.5.18	Calculate monthly Basic Retirement Contributions (BRC) based on years of vesting Service as of yearend and recognized earnings (both qualified and non-qualified)	I		—	—	
9.5.19	Calculate monthly Additional Basic Retirement Contributions (ABRC) based on frozen rate and recognized earnings (both qualified and non-qualified)	I		—	—	
9.5.20	Edit for expected employee contributions, provide edits to Colgate and calculate company match appropriately when contributions for multiple pay periods received on same payroll interface	I		—	—	
9.5.21	Calculate Success Sharing awards (SSA) annually (U.S. qualified only)	I		—	—	
9.5.22	Calculate the RIA allocation amount based on fixed formula provided by Colgate annually (select Hill's union employees only)	I		—	—	
9.5.23	Post SSA and RIA allocations in March of each year using share price as of prior December 31	I		—	—	
9.5.24	Administer Puerto Rico match true up annually	I		—	—	
9.6.	<b>Bonus Savings Account (BSA)</b>					
9.6.1	Support Bonus Savings Account (BSA) program processing cycles – 5 times per year	I		—	—	
9.6.2	Determine eligibility for the Bonus	I		—	—	





EXECUTION VERSION

9.0 Defined Contribution Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
9.6.3	Savings Account (BSA) program (using service and employment classification) Provide for elections for eligible population via web and customer service representatives during 5 'first opportunity periods'	I		—	—	
9.6.4	Provide for late election periods via customer service center representatives	I		—	—	
9.6.5	Provide employee withdrawal/remain in the plan elections to Colgate including Willis Towers Watson	I		—	—	
9.6.6	Provide report of eligible population that did not make elections as of middle of election period to Colgate.	I		—	—	
9.6.7	Provide report of eligible population that did not make elections as of middle of election period to Colgate.	I		—	—	
9.6.8	Mail letters to terminated employees eligible for annual BSA allocation	I		—	—	
9.6.9	Provide Colgate with election information for initial sale date and final sale date	I		—	—	
9.6.10	Facilitate initial sale and final sale instructions with Treasury	I		—	—	
9.6.11	Receive file from Colgate/Willis Towers Watson with bonus amounts with gross up to be paid via BSA	I		—	—	
9.6.12	Credit participant accounts on bonus payment date as of price on initial sale date	I		—	—	
9.6.13	Provide Willis Towers Watson with required related reporting (Requirements to be documented during implementation)	I		—	—	
9.6.14	Pay first opportunity period withdrawals ON pay date (initiate	I		—	—	



EXECUTION VERSION

9.0 Defined Contribution Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
9.6.15	EFTs and mail checks in advance) Process and pay withdrawals via EFT with information provided by Colgate in advance of each bonus period and by check if not	I		—	—	
9.7.	<b>Enrollment</b>					
9.7.1	Determine eligible employees (new hires, newly eligible and rehires)	I		—	—	
9.7.2	Create and mail enrollment information (together with H&I information if providing that Service); information must vary by eligible group (i.e. U.S. vs. PR, expatriates, union groups, etc.)	I		—	—	Kits will be sent as under one cover. The materials in the kits will be customized to Colgate's requirements and charged to Colgate as customized materials to be discussed and negotiated according to Change Control provisions.
9.7.3	Process participant enrollment elections including all contribution rate types, pre-tax to after-tax 'flips', investment directions (multiple if eligible for BRCs)	I		—	—	
9.7.4	Process automatic enrollments and auto escalation with Colgate rate and investment defaults	I		—	—	
9.7.5	Collect auto-enrollment opt outs	I		—	—	
9.7.6	Mail auto-enrollment and upcoming auto escalation confirmation statements	I		—	—	
9.7.7	Limit contribution elections for HCEs based on Colgate's requirements (currently three tiers based on recognized earnings)	I		—	—	
9.8.	<b>Investment Funds</b>					
9.8.1	Perform unit accounting on some investment funds (ex. target date funds, short-term fixed income fund, Common stock fund B)	I		—	—	
9.8.2	Perform share accounting on some funds	I		—	—	
9.8.3	Accept NAVs from investment providers	I		—	—	
9.8.4	Process all financial transactions	I		—	—	





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9.0 Defined Contribution Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	same-day if received prior to 4 pm ET or market close					
9.8.5	Balance opening and closing units and shares and fund balances with trustee and daily	I		—	—	We reconcile to trustee daily.
9.8.6	Perform reasonability check on the daily NAVs – threshold varies by fund asset class	I		—	—	
9.8.7	Monitor/track fund redemption Fees, if applicable	I		—	—	
9.8.8	Add/remove funds as requested by Colgate – up to 2 instances per year	I		—	—	
9.8.9	Add new target date funds (5 year increments) as offered by investment manager	I		—	—	
9.8.10	Roll target date fund into 'Retirement Fund' as applicable (does not count as a fund change instance)	I		—	—	
9.8.11	Process future investment election changes (separate elections for employee contributions and BRCs/ABRCs)	I		—	—	
9.8.12	Process fund reallocation requests	I		—	—	
9.8.13	Process fund-to-fund transfer requests	I		—	—	
9.8.14	Process auto-rebalancing requests	I		—	—	Not required at this time but please indicate capability
9.8.15	Accept auto-rebalancing requests monthly, quarterly, and annually	I		—	—	Not required at this time but please indicate capability Up to three auto rebalance frequencies may be selected.
9.8.16	Accept Colgate stock fund diversification elections – amount and target percentage	I		—	—	Not required at this time but please indicate capability
9.8.17	Allow participants to calculate personal rates of return using any defined period	I		—	—	
9.8.18	Maintain and apply Excessive Trading policies that apply to all	I		—	—	





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9.0 Defined Contribution Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	funds except the Short-Term Fixed Income Fund and Colgate Stock Funds					
9.8.19	Monitor frequent traders in accordance with investment fund manager rules	I		—	—	
9.8.20	Distribute warning notices to frequent traders	I		—	—	
9.8.21	Restrict frequent traders as applicable	I		—	—	
9.8.22	Track and apply equity wash provision on the Stable Income Fund, if required	I		—	—	Not required at this time but please indicate capability
9.8.23	Calculate investment returns monthly	I		—	—	
9.8.24	Perform daily reconciliation of all funds and accounts with trustee	I		—	—	Daily reconciliation occurs with trustee on fund assets. Aon Hewitt performs monthly clearing account reconciliation of all activities within the trust.
9.8.25	Perform monthly loan fund reconciliation	I		—	—	
9.8.26	Provide quarterly Common Stock Fund D reconciliation	I		—	—	
9.8.27	Maintain a plan expense account with all collected direct and indirect fund compensation	I		—	—	
9.8.28	Pay ERISA qualified expenses from plan expense account at Colgate direction	U		—	—	
9.8.29	Allocate plan expense account amounts to Colgate participants upon Colgate request	I		—	—	
9.8.30	Transfer any plan expense account balance to successor recordkeeper upon Agreement termination	I		—	—	
9.8.31	Offset participant Fees with revenues received from Colgate's investment fund rebates	I		—	—	
9.9.	<b>Company Stock</b>					
9.9.1	Perform unit accounting on Colgate	I		—	—	



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9.0 Defined Contribution Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	Employee Directed Common Stock Fund					
9.9.2	Process stock fund payments in cash using price on request date, not using proceeds of a sale'	I		—	—	
9.9.3	Perform share accounting on Colgate Common Stock Fund D and Fund E	I		—	—	
9.9.4	Maintain Colgate stock cost basis by fund	I		—	—	
9.9.5	Use fixed cost basis (always \$4.0625, not current price) for all purchases into Common Stock Fund D	I		—	—	
9.9.6	Maintain hypothetical cost basis for hypothetical stock fund in Supplemental S&I Plan	I		—	—	
9.9.7	Calculate net unrealized appreciation	I		—	—	
9.9.8	Calculate and apply quarterly dividends – invest dividends earned in Common Stock Fund D in Common Stock Fund B	I		—	—	
9.9.9	Process stock funds dividend payouts quarterly	I		—	—	
9.9.10	Apply non-U.S. citizen rules for withholding and tax form purposes	I		—	—	
9.9.11	Process quarterly ESOP cash dividend reinvestments	I		—	—	
9.9.12	Accept ESOP dividend payment elections on the internet and through the call center	I		—	—	
9.9.13	Coordinate stock certificate stops and reissues with transfer agent as required	I		—	—	
9.9.14	Calculate actual stock holdings for individuals named in annual proxy	I		—	—	
9.9.15	Allow Colgate stock payments to be paid in stock or cash; allow separate elections by stock fund	I		—	—	
9.9.16	Provide monthly ESOP trust reconciliation	I		—	—	





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9.0 Defined Contribution Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
9.9.17	Track insider and Section 16 Colgate stock fund transactions as required	I		—	—	
9.9.18	Block insiders and Section 16 officers from transferring assets that include Colgate Stock Fund	I		—	—	
9.9.19	Maintain quarterly window period and open/close window as instructed	I		—	—	
9.9.20	Coordinate insider and Section 16 officer trades with Colgate approval	I		—	—	
9.9.21	Report trading activity to Colgate	I		—	—	
9.9.22	Support Colgate stock splits as required	I		—	—	This type of change would be run though the Aon Change Control Procedures and depending on the scope, additional fees may be incurred.
<b>9.10. New Loan Administration – U.S. Plan Only</b>						
9.10.1	Determine loan eligibility	I		—	—	
9.10.2	Maintain loan history	I		—	—	
9.10.3	Maintain limit on number of outstanding loans	I		—	—	
9.10.4	Administer minimum and maximum loan amount	I		—	—	
9.10.5	Maintain loan amounts available based on Colgate defined money sources	I		—	—	
9.10.6	Maintain loan goal amount	I		—	—	
9.10.7	Update Provider Administration Systems for interest rate changes	I		—	—	
9.10.8	Administer paperless general purpose loans (but provide confirmation and related disclosures after the fact)	I		—	—	
9.10.9	Accept and review loan application and required documentation for primary residence loans	I		—	—	
9.10.10	Process new loans daily	I		—	—	
9.10.11	Accept participant direct deposit, EFT, and bank ACH requests	I		—	—	
9.10.12	Accept/process wire transfer	I		—	—	

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9.0 Defined Contribution Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
9.10.13	requests based on exception rules (ex. outside U.S.) Increase loan amounts available (above \$50,000 TEFRA limit) where disaster relief legislation has been passed	I		—	—	
9.10.14	Ensure participants requesting disaster relief loans qualify (based on dates, address, etc.)	I		—	—	
9.10.15	Amortize loans by payroll frequency	I		—	—	
9.10.16	Provide loan re-amortization functionality	I		—	—	
9.10.17	Re-amortize loans for participants changing payroll frequency	I		—	—	
9.11.	<b>Loan Payments</b>					
9.11.1	Process loan repayments by account/fund hierarchy	I		—	—	Repayments are posted to accounts based on the 'Last Out, First In' approach. Whichever account was depleted last when the loan was taken will be the first account repaid. The first account depleted when the loan was taken will be the last account repaid. This applies to principal only. Interest is posted prorata based on the accounts in the loan fund. Repayment amount will be invested according to participant's employee investment elections.
9.11.2	Accept manual loan payments for employees on leave of absence	I		—	—	
9.11.3	Mail monthly loan payment information (six coupons at a time) to participants eligible for manual loan payments (ex. unpaid leave of absence; those that lose U.S. benefits eligibility status but still active)	I		—	—	
9.11.4	Apply missed repayments in accordance with plan rules	I		—	—	See 9.12.1.



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9.0 Defined Contribution Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
9.11.5	(applying to oldest outstanding amounts) Accept direct debit loan payment elections for participants on manual loan payments	I		—	—	
9.11.6	Provide early loan payoff information to participants on the internet and through the call center	I		—	—	
9.11.7	Accept and process early loan payment requests	I		—	—	
9.11.8	Return excess early loan payments (from payroll or early loan payoff) to participants via check over threshold	I		—	—	
9.11.9	Reinstate payroll loan repayments for rehired employees if loan has not been defaulted	I		—	—	
9.11.10	Process Military Leave loan repayments	I		—	—	
9.11.11	Notify payroll of Military Leave make-up loan payments	I		—	—	
9.11.12	Suspend loan payments for participants on military leave of absence	I		—	—	
<b>9.12.</b>	<b>Loan Delinquency/Default</b>					
9.12.1	Notify employees of missed loan payments (30/60/90 day notifications) via paper notices	I		—	—	
9.12.2	Provide Colgate with loans in arrears and delinquent loan information	I		—	—	
9.12.3	Create deemed distributions on loans with active employees after 90 days of delinquency	I		—	—	
9.12.4	Default loans of terminated participants upon earlier of distribution or after 90 days (deem and offset or just offset as applicable)	I		—	—	
9.12.5	Accrue interest on deemed distributions and defaulted loans	I		—	—	



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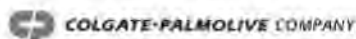
9.0 Defined Contribution Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
9.12.6	Monitor defaulted loans to ensure a new loan is not initiated until the defaulted loan is repaid	I		—	—	
9.12.7	Notify participants of deemed distributions and defaulted loans	I		—	—	
9.12.8	Apply taxable amounts for deemed distributions and defaulted loans to payments	I		—	—	
9.12.9	Provide Colgate with loans in arrears and delinquent loan information	I		—	—	
9.12.10	Report loan default/offset information to trustee monthly	I		—	—	
<b>9.13.</b>	<b>Withdrawals</b>					
9.13.1	Maintain eligibility for withdrawal options	I		—	—	
9.13.2	Maintain withdrawal history	I		—	—	
9.13.3	Process all withdrawals in accordance with plan rules	I		—	—	
9.13.4	Process withdrawals based on account hierarchy and account restrictions	I		—	—	
9.13.5	Maintain grandfathered withdrawal options on grandfathered accounts	I		—	—	Not required at this time but please indicate capability
9.13.6	Process paperless withdrawals (except hardships)	I		—	—	
9.13.7	Accept participant direct deposit, EFT, and bank ACH requests	I		—	—	
9.13.8	Accept/process wire transfer requests based on exception rules (ex. large amounts, outside U.S.)	I		—	—	
9.13.9	Accept participant federal and state withholding elections	I		—	—	
9.13.10	Require documentation for hardship withdrawals	I		—	—	
9.13.11	Monitor that all regular in-service withdrawals and loans are taken before approving a hardship withdrawal	I		—	—	
9.13.12	Notify Colgate payroll of hardship suspensions via 0% contribution rates	I		—	—	





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9.0 Defined Contribution Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
9.13.13	Impose company match suspension periods; lift as applicable	I		—	—	
9.13.14	Notify participants 30 days prior to the end of hardship suspension period	I		—	—	
9.13.15	Apply non-U.S. citizen rules for U.S./non-U.S. source income and related withholding and tax form purposes	I		—	—	
9.14.	<b>Distributions</b>					
9.14.1	Maintain eligibility for distribution options	I		—	—	
9.14.2	Maintain distribution history	I		—	—	
9.14.3	Process all distributions in accordance with plan rules	I		—	—	
9.14.4	Create and distribute termination/retirement notices to participants – notifying participant of their account balance and distribution options (i.e. leave the money in the plan)	I		—	—	
9.14.5	Process paperless distributions	I		—	—	
9.14.6	Process lump sum distributions	I		—	—	
9.14.7	Facilitate post distribution trailing contribution payments (some follow initial election, others require re-solicitation)	I		—	—	
9.14.8	Process monthly installments over 5, 10 or 15 years	I		—	—	
9.14.9	Process small benefit payouts (under \$1,000)	I		—	—	
9.14.10	Process automatic IRA rollovers (between \$1,000 and \$5,000) (not required at this time but please indicate capability)	I		—	—	
9.14.11	Process paperless rollovers out of the plan	I		—	—	
9.14.12	Accept spouse and non-spouse payment rollover requests	I		—	—	
9.14.13	Collect direct deposits, EFT, and bank ACH requests	I		—	—	



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9.0 Defined Contribution Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
9.14.14	Accept/process wire transfer requests based on exception rules (ex. large amounts, outside U.S.)	I		—	—	
9.14.15	Provide plan certification information with rollovers out of the plan	I		—	—	
9.14.16	Process beneficiary and alternate payee payment requests	I		—	—	
9.14.17	Provide participants with Payments Rights Notice	I		—	—	
9.14.18	Process federal and state withholding elections	I		—	—	
9.14.19	Remind participants on installments of the right to change withholding annually	I		—	—	
9.14.20	Calculate federal and state withholding amounts	I		—	—	
9.14.21	Accept direction from Colgate on withholding requirements for foreign service employees if needed	I		—	—	
9.14.22	Apply non-U.S. citizen rules for U.S./non-U.S. source income and related withholding and tax form purposes	I		—	—	
9.15.	<b>Nonqualified Plan Administration – U.S. Plan Only</b>					
9.15.1	Determine eligibility for nonqualified plan	I		—	—	
9.15.2	Maintain top 50 exceptions list	I		—	—	
9.15.3	Provide participants with all appropriate nonqualified plan functionality – same as qualified plan as appropriate	I		—	—	
9.15.4	Maintain three investment funds; only one 'active'	I		—	—	
9.15.5	Apply investment results daily (pre-2003 fund uses rate of return/dividends for Colgate stock; 2003-2010 fund fixed 6.01% annually; post 2010 fund uses same rate of return as pension plan cash balance interest credits (changes once a year)	I		—	—	

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9.0 Defined Contribution Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
9.15.6	Maintain separate sub-accounts by money type	I		—	—	
9.15.7	Calculate company matching contributions (based on what match would be in qualified plan if not for 401(a)(17) limit using employee contribution rate; BRCs and ABRCs	I		—	—	
9.15.8	Process mandatory payments according to plan timing rules as defined by 409A	I		—	—	
9.15.9	Process distributions according to timing prescribed by plan and 409A rules for top 50 exceptions	I		—	—	
9.15.10	Provide distribution information to Colgate payroll pre-distribution to allow for Colgate instructions regarding withholding for federal/state/FICA to be incorporated into possible liquidation of hypothetical shares in pre-2003 fund	I		—	—	
9.15.11	Provide final distribution information to Colgate payroll	I		—	—	
9.15.12	Convert cost basis of hypothetical stock fund and increment for quarterly dividends	I		—	—	
9.15.13	Provide number of shares of Colgate hypothetical stock fund for distribution	I		—	—	
9.15.14	Produce distribution statement for employees (mail and post on website)	I		—	—	
<b>9.16.</b>	<b>Puerto Rico Plan Administration</b>					
9.16.1	Calculate eligibility for Puerto Rico Plan	I		—	—	
9.16.2	Calculate company match on pre-tax contributions only up to 6% (after-tax and catch-up contributions not eligible)	I		—	—	
9.16.3	Default initial investment for company match into the Colgate Company Stock fund	I		—	—	
9.16.4	Process periodic installment	I		—	—	

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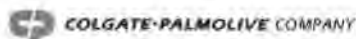
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9.0 Defined Contribution Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	payments, e.g. monthly, quarterly, semi-annual or annual					
9.16.5	Provide all plan communications in English only	I		—	—	
9.16.6	Maintain separate NAVs for Puerto Rico plan funds	I		—	—	
9.16.7	Apply 10% tax withholding on payments over Puerto Rico limits	I		—	—	
<b>9.17. Disbursement Agent Coordination – US And Puerto Rico Plans</b>						
9.17.1	Instruct disbursement agent on all qualified plan payments	I		—	—	
9.17.2	Provide disbursement agent with post distribution address changes for tax form production	I		—	—	
9.17.3	Instruct Colgate Payroll of all non-qualified plan payments (FICA payment co-ordination)	I		—	—	
9.17.4	Instruct disbursement agent on all Puerto Rico plan payments (Banco Popular)	I		—	—	
9.17.5	Coordinate payment issues with disbursement agent	I		—	—	
9.17.6	Coordinate stop/reissue of checks	I		—	—	
9.17.7	Instruct disbursement agent of withholding, direct deposit, and rollover instructions	I		—	—	
9.17.8	Instruct disbursement agent of tax levies and other garnishments	I		—	—	
9.17.9	Arrange for manual checks as required	I		—	—	
9.17.10	Collect stale dated check information from disbursement agent quarterly	I		—	—	
9.17.11	Coordinate return of stale dated check amounts to trust semi-annually	I		—	—	
9.17.12	Reconcile disbursement account monthly by plan	I		—	—	



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10.0 Health And Insurance Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
10.1.	<b>Employee/Retiree Eligibility</b>					
10.1.1	Determine specific H&I plan eligibility based on plan rules and HR information for all eligible populations (e.g., actives, retirees, Puerto Rico, International, union participants, split family, survivors)	I		—	—	
10.1.2	Determine retiree H&I plan eligibility based on plan rules, e.g. adjusted hire date and age, HR information	I		—	—	
10.1.3	Maintain eligibility for predecessor and grandfathered retiree benefits and legacy cases	I		—	—	
10.1.4	Support process for eligible employees that localize to a non-eligible employment classification and can purchase continued coverage for one year	I		—	—	
10.1.5	Maintain eligibility for employees on LTD (considered to be employed indefinitely); fix premium rate at onset of LTD	I		—	—	
10.1.6	Accept Medicare Advantage plan eligibility from PR carrier, which is a small volume and communicated via email	I		—	—	
10.1.7	Manage retiree turning age 65 – move to Indemnity Plan (U.S) or Medicare Advantage (PR)	I		—	—	
10.1.8	Determine eligibility for retiree medical payment method	I		—	—	
10.1.9	Administer Colgate couple rules for actives and retirees	I		—	—	
10.1.10	Apply years of service calculation to retiree medical	I		—	—	



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10.0 Health And Insurance Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
10.1.11	cost sharing Apply years of service severance enhancement or fixed # of years per early retirement windows, etc. to retiree medical cost sharing	I		—	—	
10.1.12	Extend active medical, dental and life insurance coverage post termination per data sent by Colgate for severed employees	I		—	—	
10.1.13	Vary vacation buy/sell eligibility and rules by location/employment classification	I		—	—	
10.2.	<b>Dependent Eligibility</b>					
10.2.1	Determine dependent eligibility using Colgate's rules and any federal/state legislation	I		—	—	
10.2.2	Administer company couple plan for actives and retirees	I		—	—	
10.2.3	Allow participants to add, change, and delete dependents based on life event change rules	I		—	—	
10.2.4	Track legal same sex marriages and domestic partners	I		—	—	
10.2.5	Allow for affidavit of domestic partners relationship online and with a representative	I		—	—	
10.3.	<b>Dependent Verification</b>					
10.3.1	Collect required supporting documentation for election/coverage changes including dependent information (e.g., birth, death, marriage certificates, disabled dependents)	I		—	—	Provide separate pricing in fee grid – not bundled in base fees
10.3.2	Allow participants to submit required documentation via internet site file upload	I		—	—	Together with 10.3.1





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10.0 Health And Insurance Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
10.3.3	Allow participants to submit required documentation via non electronic sources (e.g., fax, US Mail)	I		—	—	Together with 10.3.1
10.3.4	Pend enrollment changes until supporting documentation for adding dependents has been received	I		—	—	Together with 10.3.1
10.3.5	Update elections based on receipt of required documentation	I		—	—	Together with 10.3.1
10.4.	<b>Core Plan Support</b>					
10.4.1	Administer each plan according to its specific rules and provisions	I		—	—	
10.4.2	Maintain database of plan rates: premium billing rates, self-insured rates, participant contributions, retirees, LTD fixed rates and COBRA/continuation rates	I		—	—	
10.4.3	Calculate employee and employer costs for all plans	I		—	—	
10.4.4	Apply impact of smoker status to rate structure, e.g. life insurance	I		—	—	
10.4.5	Support the utilization of plan rates in financial reporting, carrier self-billing, calculation and transmission of payment of fees and premiums, direct billing, and COBRA/continuation administration	I		—	—	
10.4.6	Support variations of rates structure across the organization, e.g. active employees and retirees including split family structure due to Medicare eligibility	I		—	—	
10.4.7	Apply split family rules (age 65 rules) to assignment of coverage	I		—	—	



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10.0 Health And Insurance Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
10.4.8	Maintain recognized earnings received from Colgate for use in LTD plan rules	I		—	—	
10.4.9	Default coverage according to plan rules if no election information is received	I		—	—	
10.4.10	Determine events that require notification to COBRA provider- include on interface or update manually based on provider rules	I		—	—	
10.4.11	Calculate imputed income (federal) for all applicable benefits (i.e. life insurance, domestic partner coverage)	I		—	—	Aon will compute federal imputed income amounts and pass these to payroll so payroll can calculate State imputed income.
10.4.12	Store and maintain ZIP code overrides as exceptions to standard Service areas ongoing by participant	I		—	—	
10.4.13	Support overrides for eligibility changes as required	I		—	—	
10.4.14	Determine and maintain custom Service areas for HMO options	I		—	—	
10.4.15	Maintain legacy/historical data and statuses as required	I		—	—	
10.4.16	Recalculate deductions upon payroll frequency changes	I		—	—	
10.4.17	Maintain rules for various retiree medical payment methods, e.g. lump sum versus monthly	I		—	—	
10.4.18	Calculate retiree medical cost based on Savings Plan subaccount balance if retiree pays for retiree medical in a lump sum	I		—	—	
10.4.19	Maintain full-time/part-time service history for determining retiree medical and life insurance eligibility	I		—	—	



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10.0 Health And Insurance Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
10.4.20	Administer H&I coverage based on severance plan enhancements – extend coverage for a period of time after separation, add years of service to retiree cost sharing levels	I		—	—	
10.4.21	Terminate coverage at end of free coverage period provided upon severance and other employment agreements and provide COBRA notification	I		—	—	
10.4.22	Anticipate upcoming end of free coverage and send employee notifications, retiree medical kits, etc. as applicable	I		—	—	
10.4.23	Maintain Recognized Earnings, e.g. annual updates or newly eligible, full-time/part-time changes during the year	I		—	—	
10.4.24	Process Medicare HMO dis-enrollments for a legacy HMO group	I		—	—	
10.4.25	Support Colgate with health fairs at 12 locations annually	I		—	—	As long as the health fairs are not occurring at the same time
10.4.26	Support inquiries relating to Colgate couple rules in connection with active and retiree coverage and costs	I		—	—	
10.5.	<b>Annual Enrollment</b>					
10.5.1	Provide annual enrollment project management	I		—	—	
10.5.2	Develop and manage an enrollment delivery plan outlining the process for presenting options and prices, collecting elections and obtaining any required supporting data for H&I programs	I		—	—	





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10.0 Health And Insurance Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
10.5.3	Support active initial annual enrollment period – allowing at least an 18 day window	I		—	—	For the initial annual enrollment we will support an active enrollment, all subsequent annual enrollments will include a passive enrollment, with the option for active enrollment per the Change Control Procedures.
10.5.4	Determine eligibility for annual enrollment, e.g. employees, employees on LTD, and retirees, etc.	I		—	—	
10.5.5	Create annual enrollment 'events' after initial eligibility group determined and through year end (i.e. new hires, life event changes post initial eligibility (both personal such as birth and status changes such as retirement)	I		—	—	
10.5.6	Update and validate premiums and plan rates annually	I		—	—	
10.5.7	Add carriers as required	I		—	—	This type of change would be run though the Change Control Procedures and depending on the scope, additional fees may be incurred.
10.5.8	Delete carriers as required	I		—	—	This type of change would be run though the Change Control Procedures and depending on the scope, additional fees may be incurred.
10.5.9	Update health plan/option names as required	I		—	—	This type of change would be run though the Change Control Procedures and depending on the scope, additional fees may be incurred.
10.5.10	Add health and insurance	I		—	—	This type of change would



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10.0 Health And Insurance Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	plan options as required					be run though the Change Control Procedures and depending on the scope, additional fees may be incurred.
10.5.11	Draft all annual enrollment materials – see communication inventory. Materials vary by group/eligibility	I		—	—	This type of change would be run though the Change Control Procedures and depending on the scope, additional fees may be incurred.
10.5.12	Mail print reminder of annual enrollment to select retirees	I		—	—	
10.5.13	Mail paper annual enrollment materials to active employees as defined	I		—	—	
10.5.14	Communicate enrollment information to dependents with MCSOs	I		—	—	
10.5.15	Produce and distribute confirmation statements to all eligible active participants and retirees who participate in annual enrollment	I		—	—	
10.5.16	Transmit data to carriers/vendors to ensure timely ID card production (full file)	I		—	—	
10.5.17	Update as needed interfaces to existing providers for in-scope program changes, e.g. annual rate/price updates	I		—	—	
10.5.18	Provide Colgate payroll with a deductions file after annual enrollment closes (full file)	I		—	—	
10.5.19	Provide deductions to direct bill provider after annual enrollment closes (full file)	I		—	—	
10.5.20	Provide vacation buy/sell elections file after annual enrollment closes and update elections as needed through end of December	I		—	—	



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10.0 Health And Insurance Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
10.5.21	Process vacation buy/sell reversals upon manager's denial	I		—	—	
10.6.	<b>Newly Eligible Processing</b>					
10.6.1	Determine benefit eligibility for new hires, transfers, status changes, etc.	I		—	—	
10.6.2	Send information regarding initial COBRA Rights Notice to COBRA provider as part of new hire process to employee, spouse, and adult dependent children	I		—	—	
10.6.3	Automatically default employees who fail to enroll based on plan rules	I		—	—	
10.7.	<b>Mid-Year Enrollment Processing</b>					
10.7.1	Determine eligibility for qualified life event changes based on plan rules and HR data	I		—	—	
10.7.2	Trigger qualified life event solicitations when event is initiated from HRIS/payroll feed	I		—	—	
10.7.3	Send information regarding initial COBRA Rights Notice to COBRA provider as part of life event process to employee, spouse, and adult dependent children	I		—	—	
10.7.4	Allow mid-year coverage changes without a qualified live event reason where allowed per plan rules	I		—	—	
10.7.5	Allow participants to make benefit election changes (including dependent coverage changes) resulting from qualified life event or mid-year allowable change	I		—	—	
10.7.6	Process re-hires in accordance with plan rules	I		—	—	





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10.0 Health And Insurance Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
10.8.	<b>Group Life, AD&amp;D, And Disability Administration</b>					
10.8.1	Calculate Group Life Insurance Earnings as highest Recognized Earnings (separate for part time vs. full time) for use in US Active Life, Above & Beyond Retiree Life and AD&D	I		—	—	
10.8.2	Calculate active Life/AD&D/Disability coverage amounts based on individual participant eligibility rules	I		—	—	
10.8.3	Calculate retiree life coverage amounts based on plan rules	I		—	—	
10.8.4	Administer spouse and child life insurance plans	I		—	—	
10.8.5	Collect and maintain life and AD&D elections	I		—	—	
10.8.6	Identify situations where EOI is required	I		—	—	
10.8.7	Pend coverage requiring EOI until EOI is approved (accept coverage level that does not require)	I		—	—	
10.8.8	Update insurance coverage based on completed EOI decisions from insurance carrier monthly	I		—	—	
10.8.9	Reconcile participants with EOI approvals with carrier annually	I		—	—	
10.8.10	Flag accounts where there is absolute assignment of life coverage	I		—	—	
10.8.11	Advise participants losing coverage of their conversion and portability rights (not separate; included with general status change communication)	I		—	—	
10.8.12	Assist with applications for	I		—	—	



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10.0 Health And Insurance Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
10.8.13	conversion of insurance policies according to Colgate's requirements Determine a child's eligibility for dependent life insurance	I		—	—	
10.8.14	Automatically adjust LTD, life insurance and AD&D coverages and premiums due to changes in Recognized Earnings and in turn GLE	I		—	—	
10.8.15	Maintain current coverage and contributions when an employee goes out on LTD (cannot change plans and rate fixed)	I		—	—	
10.8.16	Administer life insurance "age" outs for employees on LTD	I		—	—	
10.8.17	Coordinate LTD coverage upon retirement with retirement benefits; monitor LTD maximum coverage duration	I		—	—	
10.8.18	Calculate and maintain retiree life insurance (including enhanced for executives per Above and Beyond Plan)	I		—	—	
10.8.19	Administer legacy retiree life insurance provisions	I		—	—	
10.9.	<b>Direct Billing Administration</b>					
10.9.1	Provide a system to manage direct billing administration	I		—	—	Please price separately
10.9.2	Identify situations where participants should be directly billed (i.e. participants on LOA, retirees)	I		—	—	
10.9.3	Initiate direct billing for new retirees that pay for coverage monthly	I		—	—	
10.9.4	Mail invoices each month to participants	I		—	—	



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10.0 Health And Insurance Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
10.9.5	List benefit plans and associated costs on the invoice – along with a monthly total amount	I		—	—	
10.9.6	Collect and process payments	I		—	—	
10.9.7	Provide direct debit payment Services	I		—	—	
10.9.8	Accept direct debit elections for direct billed participants	I		—	—	
10.9.9	Deposit collected funds in a Colgate account/lockbox, if requested (otherwise, return collected funds monthly)	I		—	—	
10.9.10	Apply late payments to the oldest outstanding amount and in a planned hierarchy defined by Colgate	I		—	—	
10.9.11	Generate follow-up letters to participants if payment is insufficient or not received	I		—	—	
10.9.12	Allow one-time reinstatement for delinquent participants	I		—	—	
10.9.13	Terminate coverage as defined by Colgate business rules and communicate to carriers	I		—	—	
10.9.14	Issue refund checks, as required	I		—	—	
10.9.15	Reconcile premium collection accounts monthly	I		—	—	
10.9.16	Accept payments and deposit direct billed payments received to VEBA trust	I		—	—	
10.10.	<b>Cobra Administration</b>					
10.10.1	Provide a system to manage COBRA administration	I		—	—	
10.10.2	Determine COBRA eligibility based on Colgate Plan rules and HRIS/payroll data	I		—	—	
10.10.3	Distribute COBRA notices and election forms within 10	I		—	—	





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10.0 Health And Insurance Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
	business days of notification of qualifying event (e.g. employment termination, severance period termination, etc.)					
10.10.4	Collect COBRA elections	I		—	—	
10.10.5	Offer COBRA for 24 months for participants on military leave	I		—	—	
10.10.6	Collect and verify disability determination for COBRA participants requesting 11 month extension of benefits	I		—	—	
10.10.7	Flag partial payments not meeting monthly COBRA requirements and immediately send notice to the participant along with the return of premium payment	I		—	—	
10.10.8	Return collected premiums to Colgate/providers monthly (including 2% administration fee)	I		—	—	
10.11.	<b>Retirement Processing</b>					
10.11.1	Track and manage retirement process including generating applicable paperwork which varies according to plan rules, receiving elections, etc.	I		—	—	
10.11.2	Include present value of estimated cost of lifetime coverage if monthly payment option allowed in retirement kit (present values will be provided to Aon Hewitt)	I		—	—	
10.11.3	Collect checks for lump sum payment method and deposit to VEBA trust	I		—	—	
10.11.4	Trigger notification to retiree dental vendor	I		—	—	
10.11.5	Trigger notification to direct bill provider if monthly payment method elected	I		—	—	



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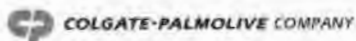
10.0 Health And Insurance Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
10.12.	<b>Death Processing</b>					
10.12.1	Manage active employee and retiree deaths; manage spouse and dependent deaths	I		—	—	
10.12.2	Determine spouse/dependent eligibility, payment options and elevate dependents and/or trigger COBRA notifications as applicable	I		—	—	
10.12.3	Research beneficiaries per defined source hierarchy for active/retiree deaths and coordinate with life insurance vendor	I		—	—	
10.12.4	Research beneficiaries per defined source hierarchy for active/retiree deaths and coordinate with life	I		—	—	
10.13.	<b>Medicare Part D Administration</b>					
10.13.1	Send annual file to CMS for full population with new application number	I		—	—	
10.13.2	Send monthly interface to CMS with updates	I		—	—	
10.13.3	Receive from CMS and process error reports (deaths, incorrect data, etc.)	I		—	—	
10.13.4	Validate that deaths reported on monthly RDS response file have occurred, and process terminations as appropriate	I		—	—	
10.13.5	Validate Medicare beneficiaries reported on monthly RDS response file and update retiree records as appropriate	I		—	—	
10.13.6	Track participants with SSN changes and ensure they are sent on next CMS file	I		—	—	
10.13.7	Work with Pharmacy Benefit Manager to reconcile CMS	I		—	—	



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10.0 Health And Insurance Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
10.13.8	data file by each March 31 <sup>st</sup> Maintain a Voluntary Data Sharing Arrangement with CMS on behalf of Colgate to facilitate Medicare/CMS data match processing	I		—	—	
10.13.9	Support Colgate Medicare/CMS data matching process including collection of dependent SSNs, generation of monthly census files in required formats, quarterly non-MSP/MSP file sharing with CMS via secure file transfer	I		—	—	
10.13.10	Process non-MSP/MSP CMS response files on a quarterly basis and reconcile data as required	I		—	—	
10.13.11	Perform annual reconciliation of Provider Administration Systems and CMS data to determine Medicare primacy	I		—	—	
10.14.	<b>Carrier Remittance And Reconciliation</b>					
10.14.1	Send eligibility data to health plans and carriers at least weekly	I		—	—	
10.14.2	Fax, e-mail and/or call information to health plans in emergency eligibility situations	I		—	—	
10.14.3	Work with carriers to resolve participant eligibility issues	I		—	—	
10.14.4	Work with carriers to resolve interface edit errors	I		—	—	
10.14.5	Request and document confirmation from health plans of file receipt and application for every file transmitted	I		—	—	
10.14.6	Provide each carrier a full file quarterly and manage a complete audit with each	I		—	—	





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10.0 Health And Insurance Operations						
Item #	Service Description	Included in Scope of Services (I/U)	Cost (if not included in Fees)	Build Date (if custom build required or on product roadmap)	Third Party Provider (provide name)	Comments
10.14.7	carrier Perform eligibility true-up reconciliation with carriers quarterly – or as needed if issues arise	I		—	—	
10.14.8	Perform full-file reconciliation between carrier enrollment information and the administration data at least annually or as required—provide confirmation of the associated results	I		—	—	
10.14.9	Provide custom monthly carrier reports broken down by Colgate's structure, and by participant and employer costs	I		—	—	
10.14.10	Produce custom monthly premium reports and monthly ASO reports for Colgate	I		—	—	



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### EXHIBIT 3 COLGATE DATA PRIVACY AND SECURITY

A. For the purposes of this Exhibit:

- (i) "Applicable Privacy Laws" means all applicable privacy, information security, data protection, and data breach notification laws and regulations.
- (ii) "Controller" means a person or entity which determines the purposes and means for Processing Personal Data.
- (iii) "Personal Data" means any information (a) provided by or on behalf of Colgate (or its employees, contractors or agents) or (b) that Provider has access to in the performance of the Services, that relates to an identified or identifiable person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to the person's physical, psychological, mental, economic, cultural or social identity.
- (iv) "Processing" means any activity that involves the use of Personal Data, including collecting, creating, using, disclosing, storing, transferring, copying, organizing, deleting or otherwise handling such information.
- (v) "Processor" means a person or entity which Processes Personal Data at the direction or and on behalf of a Controller.
- (vi) "Security Event" means an event where Personal Data that was under Provider's (or its subcontractor's) responsibility is or is reasonably suspected to have been lost, disclosed, accessed, received, changed, used, or otherwise compromised, by an individual or entity who is not authorized to access, receive or use such information for the purposes specified in the Agreement and which triggers notification obligations to the individual under Applicable Privacy Laws or creates a material risk of identity theft or fraud to the individual.
- (vii) "Security Threat" shall mean any threat, vulnerability, exploit, flaw or weakness in a system's design, implementation, security policy, security procedures, internal controls, operation, administration or management that could be exploited to violate system integrity, security policy and/or threaten, infect, attack, vandalize, disrupt, damage, shut down or otherwise impede in any manner the operation of a computer program, computer system or any component thereof that Processes or affects Personal Data.

B. Personal Data Protection/Safeguards. Provider shall (and shall contractually require and cause its subcontractors to):

- (i) implement and maintain a comprehensive written data security policy and reasonable security practices and procedures appropriate to the nature of the Personal Data, which policies, practices and procedures shall (a) comply with Applicable Privacy Laws applicable to Provider in its capacity as a service provider and as a Processor for Colgate, (b) protect against any anticipated or actual Security Threats and Security Events and (c) include training for employees responsible for processing the Personal Data regarding the obligations set forth in the Agreement;





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- (ii) Except as expressly permitted otherwise in the Agreement, not use Personal Data for any purpose other than as necessary for the performance of its obligations under the Agreement and not disclose such Personal Data or otherwise permit access to or make such Personal Data available to any person or entity except:
  - (a) as expressly permitted or instructed in writing by Colgate; or
  - (b) as required to comply with applicable law or regulation or a valid court order, other binding requirement of a competent governmental authority or other compulsory legal process; provided that in any such case: (1) Colgate is promptly notified in writing of any such requirement (and in any event prior to disclosure of the Personal Data) unless not permitted by such law or court order, (2) Provider (and its applicable subcontractor) provides all reasonable assistance to Colgate in any attempt by Colgate to limit or prevent the disclosure of the Personal Data, and (3) Provider (and its applicable subcontractor) agrees to furnish only that portion of the information which is legally required to be furnished and, in consultation with Colgate, to use all reasonable efforts to assure that the information is maintained in confidence by the Party to whom it is furnished;
- (iii) so long as Provider (or its subcontractors) remains in possession, custody or control of such Personal Data, or has access to such Personal Data have:
  - (a) reasonable physical, administrative and technical safeguards having regard to the sensitivity of the information to protect such Personal Data against loss, theft and unauthorized access, disclosure, copying, use, modification or disposal;
  - (b) security practices (which include adequate and appropriate administrative, physical and technical safeguards, including underlying operating system and network security controls) designed to meet or exceed generally accepted industry practice including (i) use of firewalls and real-time intrusion detection systems (which Provider shall actively monitor for signatures or other indications that may correspond to attempts at violating the security of or for the Services), encryption (not less than 128-bit key utilizing an encryption method approved by Colgate) and other secure technologies in connection with any and all Personal Data Processed by Provider in its provision of the Services hereunder, (ii) physical security procedures, (iii) restriction of use and copying of Personal Data on a "need-to-know" basis and only at authorized locations, (iv) regular monitoring of the transport and storage of Personal Data and (v) regular monitoring of password procedures;
  - (c) commercially reasonable security practice improvements and patch security vulnerabilities as may be necessary to respond to newly designed and/or discovered Security Threats and which are commensurate with at least the same relative level of security as required pursuant to the Agreement;
  - (d) third-party vulnerability assessments with respect to the Services performed at least annually and, if any such third-party vulnerability assessment identifies any vulnerabilities with Provider's systems applicable to the Services, then Provider shall take reasonable and appropriate action to protect the security, confidentiality, integrity and availability of the Services and Personal Data Processed by Provider in its provision of the Services; and
  - (e) procedures for the reconstruction of lost Personal Data in Provider's possession or under Provider's control. Provider shall correct, at Colgate's request and sole discretion and at no charge to Colgate, any destruction, loss or alteration of any of Personal Data caused by Provider or its subcontractors, or arising out of Provider's breach of the Agreement; and without limiting the foregoing, Provider shall (and shall cause its subcontractors to):





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- (1) restrict access to Personal Data to only those authorized employees and permitted subcontractors that require access to such information to perform the Services and that are subject to binding obligations of confidentiality and data protection no less protective of the Personal Data than those of the Agreement; and
    - (2) not print, save, copy or store any Personal Data outside of its intended application, whether on removable, mobile or other media, in printed, electronic or optical form or otherwise, except temporarily within a secure location within its facilities and only to the extent necessary in connection with performing its obligations under the Agreement, and shall immediately and securely destroy or delete any such temporary copies or saved or stored versions upon conclusion of the activity giving rise to the necessity of saving, copying or storing such Personal Data;
  - (iv) employ appropriate authentication protocols for online account access to prevent unauthorized users from accessing accounts; and
  - (v) upon termination of its obligations under the Agreement or upon request of Colgate, whichever comes first, (a) immediately cease all use of and return to Colgate or, at the written request of Colgate, securely dispose of or securely destroy all Personal Data in the custody and control of the Provider (or agents or subcontractors, as applicable), in each case using appropriate physical, administrative and technical safeguards to protect such Personal Data against loss, theft and unauthorized access, disclosure, copying, use, or modification, and (b) certify to Colgate, in writing, that Provider has complied with its obligations under this **Section B(v)**; notwithstanding the foregoing, Provider may retain a reasonable number of archived copies of Personal Data subject to the restrictions in this **Exhibit 3** for as long as Provider retains such archival copies.
- C. Compliance with Data Protection Requirements. Provider shall promptly notify Colgate in the event of any request received directly from an individual to access, modify, update or correct his/her Personal Data in Provider's possession, and reasonably cooperate with Colgate in complying with the request. Further, Provider shall reasonably cooperate with requests received by Colgate from an individual to access, modify, update or correct his/her Personal Data.
- D. Right to Review & Audit. Subject to the terms of **Section 13 (Audit)** of the Agreement, Colgate reserves the right, upon request with reasonable advance notice and conducted in such a manner not to unduly interfere with Provider's operations, (i) to review Provider's procedures and practices used to maintain the privacy, security and confidentiality of Personal Data and (ii) to engage an independent third party to conduct an audit of Provider's compliance with the requirements set forth in this Exhibit. This right shall survive termination or expiration of the Agreement so long as Provider Processes Personal Data. Provider agrees to cooperate fully with Colgate or its designee during such audits and shall provide access to appropriate resources, provide applicable supporting documentation to Colgate, and complete security assessment questionnaires that may be requested by Colgate. Colgate acknowledges and agrees that nothing in this Section shall oblige Provider to divulge to Colgate any information relating to its other customers in such a manner that may put Provider in breach of its obligations of confidentiality to such customers.
- E. Notification of Security Event and Incident Response. Without limitation of the foregoing, Provider shall
- (i) advise Colgate promptly in the event that it learns or has reason to believe that there has been a Security Event relating to or affecting Personal Data and require its subcontractors to advise the Provider of any such event;
  - (ii) cooperate with Colgate in investigating and responding to the foregoing at its own expense;

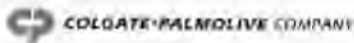


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- (iii) at Colgate's direction, notify affected individuals and relevant government authorities as required by law (and Provider shall be responsible for all of its costs associated with preparing and delivering such notice); and
- (iv) be responsible for its costs in responding to a Security Event, including field feedback and questions from those notified, provide call center services, forensics services, credit monitoring, and other remediation costs.

The remedies set forth herein shall be in addition to any other remedies available to Colgate at law or in equity, including Provider's indemnification obligations set forth in the Agreement.





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## EXHIBIT 4

## COLGATE-PALMOLIVE COMPANY ANTI-BRIBERY POLICY

Our Anti-Bribery Commitment

Colgate's commitment to dealing legally and ethically applies worldwide. We comply with all applicable anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"), everywhere we do business, and we expect the same of the third parties with whom we work. While the FCPA prohibits, among other things, bribery of foreign government officials and entities, other anti-bribery laws, like the UK Bribery Act, prohibit commercial bribery between private individuals and entities.

Colgate people and any third parties acting on our behalf or in connection with our business are prohibited from giving or offering anything of value directly or indirectly to any government official or entity, or to any private individual or entity, in order to improperly obtain or retain any business advantage or to improperly affect any act or decision.

This prohibition includes any facilitating, expediting or "grease" payments made to government officials, either directly or indirectly, in order to expedite any official service or function (for example, small payments made to an official to move Colgate's application to the front of the line or to shorten the time frame in which services or other actions are provided). Any official fees supported by government-issued receipts do not qualify as improper payments.

Maintaining Accurate Books and Records

No payment by or on behalf of the Company shall be approved or made if any part of the payment is to be used for an unlawful or improper purpose, or for any purpose other than that described by valid documents supporting the payment. No false or misleading entries should be made in any books or financial records of the Company for any reason.

Any expenses that an employee or third party incurs on Colgate's behalf or in connection with our business shall not be reimbursable unless they are lawful and supported by detailed documentation including, for example, valid invoices or receipts.

Expenditures Related to Government Officials

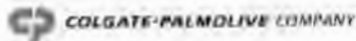
No funds may be provided to or spent on behalf of a government official or entity, directly or indirectly, without advance written approval from Colgate's Global Legal Organization. This includes any payments, gifts, donations, entertainment, travel, meals, or other items of value. (For additional information, please review the Global Policy on Expenditures Related to Government Officials & Governments.) Advance approval is not required for official fees supported by government-issued receipts (e.g., permit or license fees).

Please note that the term "government official" is widely defined and may include individuals who are employed by any public or state-affiliated institution or organization or who act in an official capacity in any way, whether full-time, part-time or unpaid. Government officials can be found in every branch and level of government and public life and may include anyone from low-level customs employees, to employees of state-owned media outlets, to high-ranking lawmakers, as well as researchers, professors, teachers, dentists, veterinarians, or other professionals and Key Thought Leaders. If you are in doubt as to whether an individual could be considered a government official, you should contact the Global Legal Organization.

Commercial Bribery

In addition to prohibiting bribery of government officials, Colgate also prohibits its employees and third parties from engaging in bribery of private parties. You should not seek to improperly influence the judgment or conduct of any party with whom you might be conducting Company business by offering or providing any payments, gifts or other benefits, or by any other unlawful inducement.





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Our Expectations

Colgate's reputation depends on the conduct of our employees as well as the conduct of those with whom we do business. It is our goal to ensure that Colgate People and the third parties with whom we work reflect the same high ethical standards and demonstrate a commitment to compliance with all applicable laws. We further expect our third parties to ensure that their employees and subcontractors understand and comply with this Anti-Bribery Policy.

Failure to comply with this Anti-Bribery Policy or any applicable anti-bribery laws, including but not limited to the FCPA, may result in civil or criminal penalties, as well as termination of the employment or business relationship.

<p>Any questions regarding this policy may be directed to our Global Compliance Legal Specialists: John Shin (<a href="mailto:john_shin@colpal.com">john_shin@colpal.com</a>)</p>
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## EXHIBIT 5

### CHANGE CONTROL PROCEDURES

1. Introduction.
  - 1.1 This **Exhibit 5** describes the process and procedures (the “**Change Control Procedures**”) to be followed by Colgate and Provider when either Party wishes to make a change to the Services.
  - 1.2 The Parties may by joint written amendment to the Agreement amend or waive any part of the Change Control Procedures. Any proposed modification to the Change Control Procedures will be recorded in a Change Request (as such term is defined below) and such Change Request will be subject to the Change Control Procedures described below.
  - 1.3 Each Party will be responsible for all costs and expenses incurred by its employees, agents and subcontractors with respect to its participation in, and responsibilities and obligations under, the Change Control Procedures, unless expressly agreed otherwise in writing by both Parties.
  - 1.4 The key steps in the Change Control Procedure will include, at a minimum:
    - (i) reviewing each Change Request and Change Order (as such term is defined below) to determine whether a proposed change is appropriate;
    - (ii) determining whether a proposed change is within the scope of the Services or constitutes New Services under the Agreement;
    - (iii) preparing a more detailed proposal to implement a Change Request;
    - (iv) prioritizing and reprioritizing Change Requests and Change Orders;
    - (v) tracking and monitoring Change Requests and Change Orders; and
    - (vi) creating a cost/price estimate and allocating responsibility for funding by the Parties.
2. Contract Change Control Requirements.
  - 2.1 The Change Control Procedure will incorporate, and Provider will comply with, the following Change control requirements:
    - (i) Prior to using any new business process, procedure, methodology, systems or intellectual property to provide the Services, Provider will have verified that the process or item is consistent with Provider’s standards, policies and procedures, technical architecture and strategic direction, and, if applicable, has been properly installed, and is operating in accordance with its specifications and is performing as intended.
    - (ii) No change in the Services will be implemented without Colgate’s approval, except as may be necessary on a temporary basis to maintain the continuity of the Services. Standard design improvements and upgrades to Provider’s core recordkeeping system or website that do not adversely change the Services and that adhere to the standards, policies and procedures of Provider and the requirements of this Agreement shall not require Colgate approval. With respect to any change in the Services made on a temporary basis to maintain



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the continuity of the Services, Provider will document and provide to the Colgate relationship manager a notification of the change no later than the next business day after the change is made (such notification may be given verbally, provided that any verbal notice must be confirmed in writing to the Colgate relationship manager within five business days).

### 3. Change Requests.

3.1 Either Provider or Colgate may initiate a request for a change by delivering to, respectively, the Colgate relationship manager or the Provider relationship manager, or their respective nominated representatives, a change request ("Change Request") that describes the proposed change and sets forth the basis for such change. Provider will assign a unique number to each Change Request and will register the Change Request in the Change Order Log as described in Section 9.

3.2 Each of the Colgate relationship manager and the Provider relationship manager, or their respective nominated representatives, will be responsible for reviewing and considering any Change Request, and will approve it for further investigation, if deemed necessary. If the Parties agree that the Change Request requires further investigation, the relationship managers will authorize such investigation, which will be performed as required by Provider and/or Colgate. In accordance with Section 9, Provider will be responsible for keeping the status of each Change Request current in the Change Order Log as the Change Request progresses through the Change Control Procedures.

### 4. Specification Report.

4.1 For each Change Request that the Parties have approved for further investigation, Provider will prepare and submit to Colgate within five business days (or other reasonable period given the circumstances) a specification report (a "Specification Report"). This specification report will be delivered via Provider's change request process on the Provider relationship management internet site for clients (currently called the "Plan Sponsor Portal"). Each such Specification Report will contain, to the extent relevant:

- (i) estimated changes in the Fees, if any, and any other costs to Colgate associated with the proposed change;
- (ii) estimates of any applicable benefit to Colgate;
- (iii) ramifications and impacts of such proposed change on the Services;
- (iv) the timeframe for implementing the proposed change (including any timing constraints);
- (v) the technical or business case for the proposed change, including any changes, additions, or deviations from policies, standards and procedures of Provider or Colgate that would be required to implement the proposed change;
- (vi) the resources (including human resources, hardware, software and other equipment) required for implementing the proposed change; and
- (vii) an initial analysis of the potential risks (if any) to Colgate or Provider if the proposed change is or is not implemented.

### 5. No Charge for In-Scope Activities.

There will be no additional Fee for a change to the extent that the change was contemplated by the Agreement, including those listed in the next sentence, as an in-scope Service. The following activities are within the scope of the Services and no additional Fees will be charged to Colgate by Provider in connection therewith: development of





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Change Requests, Specification Reports, Change Orders and reasonable activities and responses in connection therewith.

6. Effectiveness of a Change.

6.1 Upon the approval of a Specification Report by both the Colgate relationship manager and the Provider relationship manager, Provider will prepare a draft change order on the material terms set forth in the Specification Report, and the Parties will agree upon such change in a change order upon mutually-agreed terms in accordance with the terms of the Agreement and this **Exhibit 5**. Once executed by authorized representatives of the Parties, such change order will be a "**Change Order**" and will be incorporated into the Agreement on the date of the last signature or as the Parties may otherwise agree. All services added or modified by a Change Order will be "Services" under the Agreement, and the performance of Change Orders will in all respects be governed by the Agreement. Except as expressly provided herein, no part of the discussions or interchanges between the Parties will obligate the Parties to approve any proposed change or will constitute an amendment or waiver of the Agreement unless and until reflected in an approved change and adopted in accordance with this **Exhibit 5**.

6.2 Neither Party will have any obligation to commence or comply with any proposed change, perform services that would be covered by any proposed change, or pay any charges that would be covered by any proposed change, until such time as authorized representatives of both Parties have executed the appropriate Change Order.

6.3 Colgate's acceptance of, and payment for, work under Change Orders will be subject to Colgate's approval, not to be reasonably withheld, that such work complies with the acceptance criteria set forth in the Change Order.

6.4 Provider will assign a unique number to each Change Order and will register the Change Order in the Change Order Log as described in **Section 9**.

7. Change Management Reporting Requirements.

Provider will provide Colgate as part of its monthly reports, a summary specifying the status of all pending Change Requests.

8. Immediate Changes

8.1 An "**Immediate Change**" will be any proposed Change requested by Colgate (i) that is reasonably and urgently required to comply with any Laws or any system or business requirement (including any changes to Colgate policies) as requested by Colgate that the Parties reasonably deem appropriate to avoid a material adverse impact to its systems or business, and (ii) for which there is insufficient time to prepare a Change Request or Change Order for such change in accordance with normal Change Control Procedures.

8.2 Notwithstanding any other process described herein, if a proposed change requested by Colgate is an Immediate Change, Provider will immediately begin implementing as appropriate the proposed change upon request by Colgate. Provider will also prepare and deliver to Colgate a Specification Report (as applicable) related to the Immediate Change on an expedited basis, where appropriate, and the Parties will work together in good faith to determine the impact on the Agreement (including any impact on the Fees), as a result of implementing the Immediate Change. If the Parties are unable to agree on the charges (if any) for the Immediate Change within the time period required by Colgate to commence the Immediate Change, then the matter will be referred to the relationship managers for resolution. During such process, Provider will perform the services necessary to implement the Immediate Change prior to the resolution of the dispute and Colgate will pay for the Immediate Change on a time and materials basis using the rates set forth in **Exhibit 9**, while the dispute regarding Fees is being resolved. Upon resolution of the dispute Colgate may take as a credit any amounts paid that it is determined were not owed, or shall promptly pay to Provider any additional amounts subsequently determined to be owed pursuant to the Parties' resolution of the dispute.



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9. Change Order Log

9.1 Provider will maintain a historical log ("**Change Order Log**") of Change Requests and Change Orders throughout the Term of the Agreement or each New Services schedule as appropriate. The Change Order Log will include the following level of detail:

- (i) control number and date of the Change Request/Change Order;
- (ii) name of the Party requesting the change;
- (iii) brief description of the Change Request/Change Order;
- (iv) current status of the Change Request/Change Order; and
- (v) date of the Change Request/Change Order, as applicable.

9.2 The status of the Change Request/Change Order at any stage in the Change Control Procedure will be categorized as one of the following:

- (i) "**Open**" (i.e., the Change Request/Change Order has been created and registered);
- (ii) "**In Review**" (i.e., the Change Request/Change Order has been created and is being reviewed pending approval to proceed);
- (iii) "**Approved**" (i.e., the Change Request/Change Order has been approved and is awaiting implementation);
- (iv) "**On Hold**" (i.e., the Parties wish to suspend implementation of the change but anticipate the change be implemented at a later date);
- (v) "**Closed**" (i.e., all implementation tasks have been completed and the change has been implemented); or
- (vi) "**Rejected**" (i.e., closed and not implemented).





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## EXHIBIT 6

### INSURANCE REQUIREMENTS

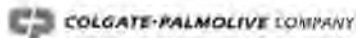
**Coverage.** Provider shall maintain, at all times during the term of this Agreement, no less than the following insurance coverages and limits:

- (i) Workers' Compensation and related insurance as prescribed by the law of the state in which the Services are to be performed;
- (ii) Employer's Liability in the amount not less than \$1,000,000 each accident / each employee;
- (iii) General liability in the amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- (iv) Automobile liability in the amount not less than \$1,000,000 per accident;
- (v) Excess / Umbrella liability in the amount not less than \$5,000,000 per occurrence; and
- (vi) Professional liability in the amount of \$25,000,000 per claim and \$25,000,000 in the aggregate.

**Best Rating.** Insurance companies affording coverage hereunder must have an A-VII or better rating, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. If during the term of this Agreement a Provider insurer fails to meet or exceed such rating, Provider will place such coverage with an insurer with such rating as soon as commercially reasonable.

(i) The General Liability policy and Excess Liability policy on a follow-form basis, shall include Colgate, its affiliates, officers, directors and agents as additional insured, (ii) the General Liability policy and Excess Liability policy on a follow-form basis, shall be primary and not contributory to any other insurance carried by or solely for the benefit of Colgate-Palmolive or any of its subsidiaries or affiliates, (iii) the General Liability policy and Excess Liability policy on a follow-form basis, shall cause the insurance company to provide a waiver of subrogation in favor of Colgate-Palmolive, and (iv) the General Liability policy shall provide for a separation of insured / cross liability clause to be provided. Provider shall provide Colgate with a certificate of insurance evidencing such above referenced insurance coverages, limits and endorsements or terms, prior to conducting the services of this Agreement and upon renewal of the insurance policies. The coverage limits outlined in (ii), (iii) and (iv) can be satisfied either through a primary policy or a combination of primary and Excess / Umbrella policies.





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## EXHIBIT 7 TRANSITION PLAN

For the purposes of this Exhibit, references to "Aon" or "Aon Hewitt" shall mean Provider.

(ID)	Task Name	Start	Finish
0	Colgate Implementation Schedule	1/3/2017	2/28/2018
1	Project Start Milestone	1/3/2017	1/3/2017
2	Project Management (PMO)	1/3/2017	2/21/2018
9	Conduct Project Kickoff meeting with Colgate	2/28/2017	2/28/2017
12	Project Initiation complete Milestone	3/8/2017	3/8/2017
17	Baseline Scope	3/1/2017	3/7/2017
25	Baseline project schedule and post	3/31/2017	3/31/2017
32	Project Planning complete milestone	3/31/2017	3/31/2017
39	Colgate/Aon Hewitt signoff on DC Live Date Readiness	10/10/2017	10/10/2017
167	Conduct Project Debrief meeting with Colgate	2/7/2018	2/7/2018
169	DC Plan Requirements	1/3/2017	9/14/2017
175	Foundational Requirements signoff	3/17/2017	3/24/2017
181	DC Req: Colgate Review & Sign-off on DC NQ Plan Requirements	3/17/2017	3/24/2017
185	DC Req: Review Non-Discrimination Testing Requirements with Colgate	4/12/2017	4/18/2017
186	DC Req: Deliver Final Non-Discrimination Testing Requirements to Colgate	4/26/2017	5/2/2017
192	DC Req: Colgate Review & Sign-off on Final Fund Fee Data Spreadsheet, Requirements Document & Annual Notice	5/17/2017	5/30/2017
194	DC Req: Colgate to Confirm DC Trustee	3/28/2017	3/30/2017
195	DC Req: Colgate to Finalize Fund Line Up	3/28/2017	3/30/2017
199	DC Req: Aon Hewitt Delivers Final Administrative Procedures to Colgate	4/17/2017	4/17/2017
207	Web Requirements sign off	5/15/2017	5/15/2017
213	PCS List requirements signoff	5/10/2017	5/10/2017
220	Reporting requirements signoff	6/6/2017	6/7/2017
230	Events in Transition (EIT) requirements signoff	8/15/2017	8/28/2017
232	Colgate and Trust have a signed Trust Agreement	5/9/2017	5/9/2017
233	DC Requirements Complete	9/14/2017	9/14/2017
234	H&I Requirements	2/6/2017	12/29/2017
247	H&I Req: Colgate Sign-off Due on Plan Provisions Requirements	3/24/2017	3/30/2017
256	H&I Req: Colgate Sign-off Due on Eligibility Offerings Matrix	3/24/2017	3/30/2017
257	H&I Req: Tier 1 Requirements Complete	3/31/2017	3/31/2017
264	H&I Req: Colgate Sign-off Due on Pricing, Premium, Credit & Zip Code Requirements	8/9/2017	8/15/2017
267	H&I Req: Colgate provides final 2018 pricing, rates, and zip codes to Aon Hewitt for Annual Enrollment	9/15/2017	9/15/2017
273	H&I Req: H&I Req: Colgate Sign-off Due on Plan Design Requirements	6/12/2017	6/16/2017
274	H&I Req: Requirements Handoff meeting - H&I Plan Design	6/16/2017	6/16/2017
278	H&I Req: Review Event Processes with Colgate	4/10/2017	4/14/2017
281	H&I Req: Review Coverage Change Matrix with Colgate	4/10/2017	4/14/2017
284	H&I Req: Review PCS Requirements with Colgate	7/17/2017	7/21/2017

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289	H&I Req: Colgate Sign-off Due Kit Management Requirements	7/28/2017	8/1/2017
294	H&I Req: Colgate and Carrier Sign-off Due Welfare Interactions Requirements	7/5/2017	7/7/2017
297	H&I Req: Review COBRA Document with Colgate	4/17/2017	4/21/2017
302	H&I Req: Colgate Provides Final SBCs	9/1/2017	9/1/2017
306	H&I Req: Requirements Review with Colgate	5/15/2017	6/2/2017
321	H&I Req: Colgate Sign-off Due on Annual Enrollment Requirements	7/17/2017	7/21/2017
322	H&I Req: Tier 2 Requirements Complete	9/5/2017	9/5/2017
338	H&I Req: Colgate Sign-off Due on Medicare Part D Document	9/22/2017	9/28/2017
345	H&I Req: Colgate Sign-off Due on EIT Requirements	8/22/2017	8/28/2017
349	H&I Tier 3 Requirements Complete	12/4/2017	12/4/2017
383	H&I: Colgate Sign-off on Custom H&I Reporting Requirements	8/18/2017	8/24/2017
366	H&I: Reports production ready	9/21/2017	9/21/2017
367	DC Interfaces & Technical Requirements	1/9/2017	10/2/2017
371	Finalize inventory of interfaces to be delivered (following SOVW and Discovery)	1/23/2017	2/24/2017
373	Colgate provide existing HR Interface Requirements for review	2/13/2017	2/24/2017
378	Colgate sign off on HR Interface Requirements	3/15/2017	3/15/2017
385	Colgate Sign off on Payroll Interface Requirements	3/29/2017	3/30/2017
392	DC: Colgate / Third Party Sign-off on DC Check Tape Interface Requirements	4/10/2017	4/10/2017
396	DC: Check Tape Interface Production Ready (including EFT)	4/20/2017	4/20/2017
397	DC HR/Payroll Interface Requirements Complete	3/31/2017	3/31/2017
406	Third Party Interface Requirements Complete	5/19/2017	5/19/2017
426	CIM Requirements Complete	5/12/2017	5/12/2017
435	Colgate sign off on SSO standards	4/13/2017	4/13/2017
439	Enable SSO access from Colgate HR portal	9/29/2017	10/2/2017
440	H&I Interfaces Requirements, Development, & Testing	1/27/2017	8/4/2017
441	CM: Finalize Inventory of Interfaces & Vendor Contact Information	3/6/2017	3/17/2017
447	H&I: Colgate / Third Party Sign-off on HR Interface Requirements	3/24/2017	3/30/2017
451	H&I: HR Interface Production Ready (including EFT)	5/22/2017	5/26/2017
457	H&I: Colgate / Third Party Sign-off on H&I Payroll Instructions Interface Requirements	5/26/2017	6/1/2017
461	H&I: Payroll Instructions Interface Production Ready (including EFT)	7/24/2017	7/28/2017
467	H&I: Colgate / Third Party Sign-off on H&I FSA Eligibility Interface Requirements	5/22/2017	5/26/2017
471	H&I: FSA Eligibility Interface Production Ready (including EFT)	7/3/2017	7/7/2017
477	H&I: Colgate / Third Party Sign-off on H&I Life Insurance Interface Requirements	6/5/2017	6/9/2017
481	H&I: Life Insurance Interface Production Ready (including EFT)	7/17/2017	7/21/2017
487	H&I: Colgate / Third Party Sign-off on H&I Disability Interface Requirements	6/5/2017	6/9/2017
491	H&I: Disability Interface Production Ready (including EFT)	7/17/2017	7/21/2017
497	H&I: Colgate / Third Party Sign-off on H&I Interface Requirements	6/19/2017	6/23/2017
501	H&I: Interface Production Ready (including EFT)	7/31/2017	8/4/2017
502	DC Interfaces & Reporting Development and Testing	3/13/2017	9/1/2017
506	Perform HR Interface Acceptance Test 1 - Create and Send File	4/24/2017	4/24/2017
509	Perform HR Interface Acceptance Test 2 - Create and Send File	5/8/2017	5/8/2017





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512	Perform HR Interface Acceptance Test / Prod Sim - Create and Send File	5/22/2017	5/22/2017
515	HR Interface production readiness signoff	6/1/2017	6/1/2017
519	Incoming Payroll Interface Acceptance Test 1 - Create and Send File	5/15/2017	5/15/2017
522	Incoming Payroll Interface Acceptance Test 2 - Create and Send File	5/26/2017	5/26/2017
525	Perform Payroll Interface Acceptance Test / Prod Sim - Create and Send File	5/29/2017	5/29/2017
528	Incoming Payroll Interface production readiness signoff	6/16/2017	6/16/2017
541	Outgoing Payroll Interface production readiness signoff	6/19/2017	6/23/2017
549	DC HR/Payroll Interface production readiness signoff	6/23/2017	6/23/2017
575	DC Reports production ready	8/25/2017	8/25/2017
587	Defined Contribution Data Conversion	1/3/2017	11/6/2017
591	Receive Colgate Specific File Layouts from Prior Record Keeper	2/27/2017	2/27/2017
601	Prior Record Keeper sends Aon Hewitt file #0	3/6/2017	3/6/2017
608	Prior Record Keeper sends Aon Hewitt file #2	5/24/2017	5/24/2017
615	Prior Record Keeper sends Aon Hewitt file #3	7/26/2017	7/26/2017
623	Prior Record Keeper sends Aon Hewitt file #3	10/10/2017	10/10/2017
628	Prior Record Keeper sends Aon Hewitt file #4	11/2/2017	11/2/2017
631	DC Data: Conversion Prod Load Complete	11/6/2017	11/6/2017
632	Health & Insurance (H&I) Data Conversion	2/3/2017	9/26/2017
636	H&I Data: Prior Administrator Sends Profile Data Conversion File	3/6/2017	3/6/2017
637	H&I Data: Resolve Open Questions & Colgate Sign-off on H&I Data Conversion Requirements	3/16/2017	3/29/2017
639	H&I Data: Prior Administrator Sends Conversion Round 1 Test Files to Aon Hewitt	4/17/2017	4/17/2017
646	H&I Data: Prior Administrator Sends Conversion Round 2 Test Files to Aon Hewitt	7/26/2017	7/26/2017
652	H&I Data: Prior Administrator Sends Conversion Round 3 Test Files to Aon Hewitt	8/24/2017	8/24/2017
657	H&I Data: Prior Administrator Sends Conversion Production Files to Aon Hewitt	9/11/2017	9/11/2017
660	H&I Data: H&I production conversion data load complete	9/26/2017	9/26/2017
661	Analysis, Configuration & Testing	2/17/2017	12/21/2017
663	C0 - Analysis, Configuration and Testing	2/17/2017	3/28/2017
668	C1 - DC Rapid Fire & A/C	3/27/2017	6/2/2017
688	C2 - DC A/C	3/27/2017	7/7/2017
702	C3 - Process Flow Testing	6/22/2017	9/5/2017
739	C4 - Production Simulation Testing, Regression Testing, Prod Load	8/8/2017	10/6/2017
743	Production Simulation Testing	9/18/2017	10/6/2017
749	Stage Provisions	10/12/2017	10/12/2017
750	Regression Test	10/13/2017	10/27/2017
751	Provision Load	10/30/2017	10/30/2017
761	OAT Testing Checklist to Colgate	8/7/2017	8/7/2017
764	DC eCAT	9/12/2017	9/15/2017
766	DC Colgate Acceptance Testing Complete	9/22/2017	9/22/2017
772	H&I Iteration 1	4/17/2017	5/17/2017
782	H&I Iteration 2	5/18/2017	6/14/2017
788	H&I Iteration 3	6/15/2017	7/12/2017





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798	H&I Iteration 4	7/13/2017	8/16/2017
803	H&I Iteration 5	8/17/2017	9/21/2017
808	Single Sign On (SSO) & EOI	4/3/2017	5/30/2017
815	Shared Services Integration with TBA	7/3/2017	10/31/2017
821	DC Quality Assurance (QA)	9/11/2017	10/27/2017
824	DC: Prod Simulation Executed (Includes DVS Test Buy/Sell)	9/18/2017	10/6/2017
828	DC: Regression Testing Hand-off to Ongoing Team	10/27/2017	10/27/2017
829	H&I Quality Assurance (QA)	7/20/2017	12/22/2017
836	H&I CAT1a: Complete H&I Colgate Acceptance Test 1	8/29/2017	9/1/2017
838	H&I CAT1a: H&I Acceptance Test Round 1 Complete	9/8/2017	9/8/2017
843	H&I CAT1b: Complete H&I Colgate Acceptance Test 1	9/26/2017	9/27/2017
845	H&I CAT1b: H&I Acceptance Test Round 1 Complete	9/29/2017	9/29/2017
852	H&I CAT2: Complete H&I Colgate Acceptance Test 2	11/14/2017	11/17/2017
857	H&I: Prod Simulation Executed	11/13/2017	12/1/2017
863	Shared Services	1/23/2017	12/21/2017
866	Communications - Common	4/3/2017	10/6/2017
876	Transition Letters to Participants	4/27/2017	12/21/2017
913	CNNC: Colgate Communicates Aon Hewitt Implementation to Health Plans	4/7/2017	4/7/2017
926	CNNC: Aon Hewitt / Connections Health Plans Sign-off on Production Readiness	9/19/2017	9/19/2017
927	CNNC: Aon Hewitt Sends Production Connections Health Plan Eligibility Files to All Carriers	11/15/2017	11/15/2017
1061	Customer Service	3/6/2017	12/15/2017
1067	Aon Hewitt revise & deliver final CSE Document to Colgate	4/10/2017	4/12/2017
1073	Colgate sign-off on LDP Requirements	4/13/2017	4/14/2017
1079	Colgate sign-off on AccessDirect Requirements	8/16/2017	8/16/2017
1098	Access Direct Colgate preview	9/18/2017	10/13/2017
1147	Conduct customer service training strategy meeting with Colgate (week of)	8/28/2017	9/1/2017
1151	Final CS Training Deploy for Training Sessions	9/11/2017	9/15/2017
1154	Conduct CS Colgate Specific Training	10/12/2017	11/3/2017
1160	Customer Service Center Live Date Reporting	11/6/2017	12/15/2017
1161	H&I Customer Service	3/6/2017	1/5/2018
1194	CS: Coordinate and Finalize CS Colgate Culture Day	9/19/2017	9/25/2017
1197	CS: Coordinate and Finalize CS Colgate Culture Day	11/28/2017	12/2/2017
1208	H&I Annual Enrollment	5/2/2017	12/4/2017
1209	AE: Conduct Annual Enrollment Kick-Off Meeting with Colgate	5/2/2017	5/8/2017
1211	AE: Colgate Finalizes AE Non-Personalized Communication Materials/Content	8/7/2017	9/1/2017
1213	AE: Aon Hewitt Prepares and Mails Annual Enrollment Kits	10/16/2017	10/20/2017
1226	AE: Annual Enrollment Election Period	10/30/2017	11/10/2017
1241	H&I Perform Transition to Ongoing (TTO) Activities	7/20/2017	1/17/2018
1251	H&I: EIT Processing Execution	10/23/2017	12/12/2017
1261	DC Transition to Ongoing	3/29/2017	12/7/2017
1299	Execute on the Live Date Processing Checklist	11/6/2017	11/23/2017

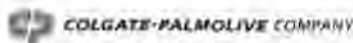
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**EXECUTION VERSION**

1302	Live Date Weekend Support	11/2/2017	11/6/2017
1310	Live Date - Defined Contribution	11/6/2017	11/6/2017
1311	DC Project Complete	2/28/2018	2/28/2018
1312	Live Date - Annual Enrollment	10/30/2017	11/10/2017
1313	Live Date - H&I	1/3/2018	1/3/2018
1314	H&I Project Complete	2/28/2018	2/28/2018



EXECUTION VERSION

## EXHIBIT 8 SERVICE LEVELS

### Provider Ongoing Services - Defined Contribution

#### General

For purposes of this **Exhibit 8**, references to "Client" shall mean Colgate and references to "Aon Hewitt" shall mean Provider.

The Service Levels contained in this document apply to Services Aon Hewitt provides. All Service Levels are reported monthly unless noted otherwise. Aon Hewitt shall provide a Service Level report each month during the Term. Such report shall be issued on or around the 20<sup>th</sup> of the month. All financial calculations (fees at risk) are calculated quarterly (unless noted otherwise) using a weighted average of the three months during the calendar quarter for quarterly calculations. Any Service Level Credits shall be applied toward outstanding and/or current month Fees.

Notwithstanding the sum of the individual performance payments calculated below, the maximum Service Level Credit assessed in any Agreement quarter/year shall not exceed 12% of the total quarterly/annual ongoing per Participant fees under this Agreement for the DC Services in accordance with Exhibit 9 (the "Participant Fees" for purposes of this Defined Contribution section of this Exhibit 8).

#### **Allocation of Fees at Risk**

Of the Service Levels listed below, Client may assign 15% at risk across the chosen Service Levels, in 0.50% increments, with a maximum of 2% for any one Service Level with the exception of Expatriate Processing which is capped at a 1% maximum. Fees at risk for each Service Level are based on the ongoing per Participant Fees.

#### **Reallocation of Fees at Risk**

On an annual basis, Client and Aon Hewitt will meet to discuss the ongoing Service Levels, including the addition of new Service Levels, the adjustment of targets for existing Service Levels, and the allocation of fees-at-risk for existing Service Levels. Any new Service Levels or changes to targets for existing Service Levels must be mutually agreed to by both parties in accordance with the Change Control Procedures. However, Client, at its sole discretion, may reallocate the fees-at-risk associated with the set of Service Levels defined below. Any such reallocation must comply with the guidelines defined in the Allocation of Fees at Risk section above. Client must provide written notice of its desire to reallocate by September 30<sup>th</sup> of each year of the Term. Any such reallocation would become effective the subsequent January 1<sup>st</sup> and would remain in effect until further notice from Client. If Client fails to provide such notice by September 30<sup>th</sup> the current allocation of fees-at-risk would remain in effect for the subsequent year.

#### Exclusions

The Service Level Credits shall be excused during periods of significant or unanticipated events impacting the Services (e.g., monthly interaction minutes in excess of 120% of projected volumes, Force Majeure Events (subject to **Section 20.C** of the Agreement), a change affecting Client employees, such as a Colgate Plan change, etc.). During such period, Aon Hewitt agrees to work with Client to identify and implement appropriate measures to mitigate the impact of such events. Aon Hewitt shall still measure and report on Service Levels during such period.

To the extent Aon Hewitt fails to meet one of the Service Levels and such non-compliance is directly attributable to Client's or Client's third party's failure to perform (including providing inaccurate or incomplete data, information, or instructions to Aon Hewitt on an untimely basis) as required in this Agreement, then Aon Hewitt will not be responsible for such missed Service Level; provided, however, Aon Hewitt must give Client prompt notice of





## EXECUTION VERSION

Client's or Client's third party's failure to perform and take commercially reasonable efforts to mitigate the effects of the foregoing circumstances.

### Commencement of Service Levels

Unless otherwise noted, reporting of all Service Levels will commence immediately. The following Service Levels will have Service Level Credit calculations commence immediately as well: Benefit Center Availability, Web Availability, Call Abandonment, AccessDirect Availability, and AccessDirect Blocked Calls. The remaining Service Levels will have Service Level Credit calculations commence in two phases:

- For an initial three-month Transition period after the live date, Service Level Credits are calculated at 50% of the full amounts.
- Thereafter, all Service Level Credits are calculated at 100% of the full amounts.

Category	Service Level Name	Definition	Calculation	Reported Period	Measurement Period	Performance Target	Maximum Fees At Risk	Fees-at-Risk Calculation
Participant Experience	Customer Satisfaction	Performance is measured through the percentage of participants satisfied with the service received from the Customer Service Representative on the most recent call, as measured by an independent vendor through our standard satisfaction survey. "Satisfied" is defined as "Top 1 Box" on a 5-point Likert Scale survey.	# Of respondents selecting boxes 4, 5, or 6 divided by the total # of respondents.	Quarterly	Quarterly	85.0%	2%	1% of quarterly Participant Fees if the actual result is less than 85% but greater or equal to 75%; 2% of quarterly per Participant Fees if the actual result is below 75%
Participant Experience	Call Quality	The overall quality of customer service interactions focused on accuracy, compliance, and customer service skills. Aon Hewitt will evaluate a minimum of 90 calls per quarter of customer interactions with the Service Center using a standardized quality evaluation tool.	A trained colleague will listen to randomly pulled calls and rate each call using the standard quality evaluation tool. The Service Level is calculated as a percentage of the points scored across all calls evaluated divided by the total points possible across all calls evaluated using Aon Hewitt's monitoring criteria.	Monthly	Quarterly	90.0%	1%	0.25% of quarterly Participant Fees for each 1% below 90%
Case Management	First Call Resolution	A participant's call is considered resolved on the first call when the participant is provided with information from a Benefit Center ("BC"). Representative without the need for follow-up. Please note that in instances in which Aon Hewitt starts a workflow due to a Participant request and a follow up to the Participant is not required, the situation will be considered resolved on the first call to Aon Hewitt.	(Total BC Calls Answered - Workflows started that require follow-up) / (Total BC Calls Answered - Transfers - CSA to Queue)	Monthly	Quarterly	91.0%	1%	0.25% of quarterly Participant Fees for each 1% below 91%

Category	Service Level Name	Definition	Calculation	Reported Period	Measurement Period	Performance Target	Maximum Fees At Risk	Fees-at-Risk Calculation
Case Management	Timely Close Out	Measures the number of issues that were resolved on time. An issue is considered to be each workflow generated where follow-up is required. "On time" is defined as 5 business days for Timely Close-Out and 20 business days for Final Close-Out.	Number of workflows closed with 5 or 20 business days divided by the number of workflows closed during the measurement period.	Monthly	Quarterly	90.0%	1.5%	0.25% of quarterly Participant Fees for each 1% below 90%
Case Management	Issue Resolution 5 business days		Dead and Document Processing workflows and issues that require follow-up outside Aon Hewitt's control are excluded from any calculation of fees at risk. Aon Hewitt will provide Client with a monthly report of cases outstanding >20 days.	Monthly	Quarterly	98.0%	1.5%	0.25% of quarterly Participant Fees for each 1% below 98%
Case Management	Follow Up Timeliness	Measures the number of initial email and phone follow ups that were made on time. "On time" is defined as the date communicated to the participant and recorded in the request. Note: The standard is 2 business days unless otherwise communicated to the participant during the call.	Number of initial email and phone follow ups that were made on time divided by the number of initial follow ups that were required.	Monthly	Quarterly	95.0%	1%	0.25% of quarterly Participant Fees for each 1% below 95%

Category	Service Level Name	Definition	Calculation	Reported Period	Measurement Period	Performance Target	Maximum Fees At Risk	Fees-at-Risk Calculation
System Availability	Web Availability	Aon Hewitt's Internet Service is defined to be available when the Aon Hewitt web site is able to service requests for participants.	Number of minutes the Aon Hewitt's site is available divided by the number of minutes the Aon Hewitt site is scheduled to be available.	Monthly	Quarterly	99.5%	1%	0.1% of quarterly Participant Fees for each 0.1% below 99.5%
	Benefit Center Availability	Aon Hewitt's Benefit Center is defined to be available if Customer Service Representatives are able to take participant calls, access the TBA system, and submit transactions.	Number of minutes the Benefit Center is available to answer calls divided by the number of minutes the Benefit Center is scheduled to answer calls.	Monthly	Quarterly	99.5%	1%	0.1% of quarterly Participant Fees for each 0.1% below 99.5%

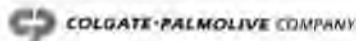


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Category	Service Level Name	Definition	Calculation	Reported Period	Measurement Period	Performance Target	Maximum Fees At Risk	Fees-at-Risk Calculation
Transaction Accuracy and Timeliness	Processing Yield: Incoming Payroll Transactions	Percentage of opportunities completed by Aon Hewitt that are defect-free. An opportunity is defined as any individual participant-level deliverable or transaction processed by Aon Hewitt. A defect is defined as any individual participant-level deliverable or transaction that is either late or inaccurate.	Number of opportunities for defects minus the number of defects divided by the total opportunities for a defect. Defects due to reasons outside of Aon Hewitt's control are excluded from any calculation of fees at risk.	Monthly	Quarterly	99.5%	0%	0.25% of quarterly Participant Fees for each 1% below 99.5%
	Processing Yield: Participant Events	Percentage of opportunities completed by Aon Hewitt that are defect-free. An opportunity is defined as any individual participant-level deliverable or transaction processed by Aon Hewitt. A defect is defined as any individual participant-level deliverable or transaction that is either late or inaccurate.	Number of opportunities for defects minus the number of defects divided by the total opportunities for a defect. Defects due to reasons outside of Aon Hewitt's control are excluded from any calculation of fees at risk.	Monthly	Quarterly	98.0%	1%	0.25% of quarterly Participant Fees for each 1% below 98.0%
Accuracy and Timeliness	BSA Accuracy and Timeliness	BSA allocation to accounts and first opportunity distributions are processed correctly and on time.	The calculation for this Service Level will be defined once the BSA process has been fully scoped.	Quarterly	Quarterly	700%	2%	2% of quarterly Participant Fees
Interface Transaction Timeliness	HR Data Timeliness	Percentage of incoming HR Data posted within 48 hours.	The total number of HR events posted to the TBA system within 48 hours, compared to the total number of HR transactions received. Inaccurate data or data not posted for reasons outside of Aon Hewitt's control are excluded from any calculation of fees at risk. Only records on the interface containing a change will be considered.	Monthly	Quarterly	97.0%	0%	0.25% of quarterly Participant Fees for each 1% below 97%
	Timely Transmission of Third Party Interfaces: All Files	Percentage of outbound (from Aon Hewitt) electronic interfaces sent within the agreed upon timeframe as defined in the Requirements Document. This does not include investment manager interfaces. BSA files are excluded from this measure.	Number of electronic interfaces sent within the agreed upon timeframe divided by the total number of electronic interfaces sent. Interfaces that are sent late for reasons outside of Aon Hewitt's control are excluded from any calculation of fees at risk.	Quarterly	Quarterly	95.0%	0%	0.25% of quarterly Participant Fees for each 1% below 95%

Category	Service Level Name	Definition	Calculation	Reported Period	Measurement Period	Performance Target	Maximum Fees At Risk	Fees-at-Risk Calculation
Call Metrics	Wait Time	The amount of time a participant waits to speak with an Aon Hewitt Benefit Center Representative, after the call is transferred to the ACD system. The Aon Hewitt standard for wait time is 30 seconds.	Number of participants that wait less than or equal to 30 seconds after the call is transferred to the ACD system divided by the total number of calls transferred to the ACD system. Wait Time is calculated from the time a caller requests to be transferred to an Aon Hewitt Benefit Center Representative to the time the caller reaches a Representative.	Monthly	Quarterly	80.0%	1%	0.25% of quarterly Participant Fees for each 2% below 80%
	Abandonment Rate	An abandoned call is defined as a call disconnected by the caller after the call is transferred to the Automated Call Distribution ("ACD") system.	Number of calls disconnected by the caller after transfer to the ACD divided by the total number of calls transferred to the ACD.	Monthly	Quarterly	0%	0%	N/A





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Category	Service Level Name	Definition	Calculation	Reported Period	Measurement Period	Performance Target	Maximum Fees At Risk	Fees-at-Risk Calculation
Client Experience	Client Satisfaction	Performance is measured quarterly through Aon Hewitt's standard client satisfaction survey.	On an quarterly basis, Aon Hewitt will survey Client representatives utilizing Aon Hewitt's standard client satisfaction survey. Performance is measured through the percentage of Client representatives who indicate their overall satisfaction with Aon Hewitt. Client and Aon Hewitt will work together to define the required response rate and reporting requirements. Such discussions should be finalized within 30 days of the effective date of this Agreement.	Quarterly	Quarterly	80%	N/A	If score is less than 80%, Aon Hewitt and Client will meet to discuss results of the survey and develop an action plan to address the causes of the dissatisfaction. Such meeting should occur within 30 days of request.
Client Experience	Client Satisfaction Action Plan	Performance is measured through Aon Hewitt's execution of action items as a result of the previous quarter's Client scorecard.	Number of action items completed on time divided by the total number of action items identified in the action plan. Action items which are not solely within Aon Hewitt's control are excluded from any calculation of fees-at-risk.	Quarterly	Quarterly	100%	2%	If all action items are not completed in the quarter following the survey results, 2% of quarterly Participant Fees will be paid. In the event all action items are not completed by the end of the second quarter following the survey results, an additional 2% of quarterly Participant Fees will be paid. In no event will the maximum fees-at-risk paid under this Service Level be more than 4% of quarterly Participant Fees. Fees-at-risk will be adjusted accordingly should Client elect less than 2% Maximum Fees at Risk. Note: If Client does not fulfill its obligations in the action plan, fees-at-risk will not be paid.
Expatriate Processing	Timeliness of Expatriate Files and Statements	Percentage of expatriate files/statements sent within the agreed upon timeframe.	*Year-to-date file to Colgate delivered by 31 <sup>st</sup> business day of the subsequent year. Annual Projection file to Colgate T&E delivered by January 15th. Employee annual statements delivered by January 31st. File/statements that are sensitive for reasons outside of Aon Hewitt's control are excluded from any calculation of fees at risk.	Annually	Annually	100%	1%	1% of annual Participant Fees.

## Provider Ongoing Services — H&W Enterprise

### General

The Service Levels contained in this document apply to the standard ongoing Services Aon Hewitt provides. All Service Levels are reported monthly unless noted otherwise. Aon Hewitt shall provide a Service Level report each month during the Term. Such report shall be issued on or around the 20<sup>th</sup> of the month. All financial calculations (fees at risk) are calculated quarterly (unless noted otherwise) using a weighted average of the three months during the calendar quarter (unless otherwise noted). Any Service Level Credits shall be applied to the next available invoice following the end of quarter.

Notwithstanding the sum of the individual performance payments calculated below, the maximum Service Level Credit assessed in any quarter shall not exceed 12% of quarterly ongoing per Participant fees under the Agreement for the H&W Services in accordance with Exhibit 9 (the "Participant Fees" for purposes of this H&W Enterprise section of this Exhibit 8). Service Levels are calculated individually for each Service with fees-at-risk calculated on the base monthly ongoing per Participant Fees for the Service in which the Service Level was missed.

### Allocation of Fees at Risk

Of the Service Levels listed below, Client may assign weighting of 15% at risk across the chosen Service Levels, in 0.50% increments, with a maximum of 2% for any one Service Level, with the exception of Expatriate Processing which is capped at a 1% maximum. Fees at risk for each Service Level are based on the ongoing Participant Fees.

### Reallocation of Fees At Risk





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On an annual basis, Client may reallocate the fees-at-risk associated with the set of Service Levels defined below. Any such reallocation must comply with the guidelines defined in the Allocation of Fees at Risk section above. Client must provide written notice of desire to reallocate by March 15<sup>th</sup> each year for the Term. Any such reallocation would become effective the subsequent April 1<sup>st</sup> and would remain in effect until further notice from Client. If Client fails to provide such notice by March 15<sup>th</sup>, the current allocation of fees-at-risk would remain in effect for the subsequent year.

### Exclusions

The Service Level Credits shall be excused during periods of significant unanticipated events impacting the Services (e.g., monthly interaction minutes in excess of 120% of projected volumes, Force Majeure Events (subject to **Section 20.C** of the Agreement), a change affecting Client employees, such as a Colgate Plan change, etc.). During such period, Aon Hewitt agrees to work with Client to identify and implement appropriate measures to mitigate the impact of such events. Aon Hewitt shall still measure and report on Service Levels during such period. To the extent Aon Hewitt fails to meet one of the Service Levels and such non-compliance is directly attributable to Client's or Client's third party's failure to perform (including providing inaccurate or incomplete data, information, or instructions to Aon Hewitt on an untimely basis) as required in this Agreement, then Aon Hewitt will not be responsible for such missed Service Level; provided, however, Aon Hewitt must give Client prompt notice of Client's or Client's third party's failure to perform and take commercially reasonable efforts to mitigate the effects of the foregoing circumstances.

In quarters when the Customer Service Center does not receive at least 600 Client-specific calls, the platform wide results will be used when calculating the quarterly Service Levels.

### Commencement of Service Levels

The following Service Levels will commence immediately: Benefit Center Availability, Internet Availability and Call Abandonment. The remaining standards commence in three phases:

For an initial three-month Transition period after the live date, Service Level Credits are calculated at 50% of the full amounts.

Thereafter, all Service Level Credits are calculated at 100% of the full amounts.

### Ongoing Performance Standards

Category	Service Level Name	Definition	Calculation	Reported Period	Measurement Period	Performance Target	Maximum Fees At Risk	Fees-at-Risk Calculation
Participant Experience	Participant Satisfaction	Performance is measured through the percentage of participants satisfied with the service received from the Customer Service Representative on the most recent call. "Satisfied" is defined as "Top 3 Box" on a 6-point Likert Scale survey.  Client specific results will be used with Fees-at-Risk when 100 or more surveys are completed in a given year otherwise Service Level will default to the Benefit Center wide survey result.	Number of respondents selecting boxes 4, 5, or 6 divided by the total number of respondents.	Annually	Annually	80.0%	2%	1% of annual Participant Fees. If the actual result is less than 80% but greater or equal to 75%, 2% of annual Participant Fees. If the actual result is below 75%.
Participant Experience	First Call Resolution	A participant's call is considered resolved on the first call when the participant is provided with information from a Benefit Center Representative without the need for follow-up.	(Total BC Calls Answered minus Workflows started that require a callback) / (Total BC Calls Answered minus Transfers, CSA to Queue)	Monthly	Quarterly	90%	1%	0.25% of quarterly Participant Fees for each 1% below 90%
Category	Service Level Name	Definition	Calculation	Reported Period	Measurement Period	Performance Target	Maximum Fees At Risk	Fees-at-Risk Calculation
Case Management	Issue Resolution in days	Measures the number of issues that were resolved on time. An issue is considered in the each workflow generated where following is	Number of workflows closed within 5/20 business days divided by the number of	Monthly	Quarterly	90.0%	2%	0.25% of quarterly Participant Fees for each 1% below 90%



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Category	Service Level Name	Definition	Calculation	Reported Period	Measurement Period	Performance Target	Maximum Fees At Risk	Fees-at-Risk Calculation
	Issue Resolution: 20 days	required. "On time" is defined as 5 business days for Timely Close-Out and 20 business days for Final Close-Out	workflows closed. Death workflows and issues that require follow-up outside Aon Hewitt's control are excluded from any calculation of fees at risk.  Aon Hewitt will provide Client with a monthly report of cases outstanding > 20 days.	Monthly	Quarterly	98.0%	1%	0.25% of quarterly Participant Fees for each 1% below 98%
	Internet Availability	Aon Hewitt's Internet Service is defined to be available when the Internet system is able to service requests for participant specific pages	Number of minutes the Internet site is available divided by the number of minutes the Internet site is scheduled to be available	Monthly	Quarterly	99.5% (98% during 2 week annual enrollment period)	1%	0.1% of quarterly Participant Fees for each 0.1% below 99.5% (98% during AE period)
Inbound & Outbound File Timeliness	HR Data Timeliness	Percentage of incoming HR records loaded within 48 hours	The total number of HR records posted to the system within 48 hours divided by the total number of HR records received. Only records on the interface containing a change will be considered	Monthly	Quarterly	97.0%	1%	0.25% of quarterly Participant Fees for each 1% below 97%
	Timely Transmission of Third Party Interfaces: H&W Health Plan Eligibility Files	Percentage of outbound (from Aon Hewitt) electronic interfaces sent within the agreed upon timeframes.	Number of electronic interfaces sent within 24 hours of the agreed upon timeframe divided by the total number of electronic interfaces that should be sent. Interfaces that are sent late for reasons outside of Aon Hewitt's control are excluded from any calculation of fees at risk.	Monthly	Quarterly	95.0%	1%	0.25% of quarterly Participant Fees for each 1% below 95%
	Timely Transmission of Third Party Interfaces: H&W Payroll Deduction Files			Monthly	Quarterly	100%	1%	0.25% of quarterly Participant Fees for each 1% below 100%

Category	Service Level Name	Definition	Calculation	Reported Period	Measurement Period	Performance Target	Maximum Fees At Risk	Fees-at-Risk Calculation
Call Metrics	Service Level	The percentage of calls answered within a defined timeframe. The Service Level is 30 seconds.	Number calls answered for participants that wait less than or equal to 30 seconds divided by the total number of calls answered.	Monthly	Quarterly	80.0%	1%	0.25% of quarterly Participant Fees for each 2% below 80%
				Monthly Annual Enrollment Period	Quarterly Annual Enrollment Period	70.0%	1%	0.25% of quarterly Participant Fees for each 2% below 70%
	Abandonment Rate	An abandoned call is defined as a call disconnected by the caller after the call is transferred to the Automated Call Distribution (ACD) system.	Number of calls disconnected by the caller after transfer to the ACD divided by the total number of calls transferred to the ACD	Monthly	Quarterly	5.0%	N/A	N/A

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## EXECUTION VERSION

Categories	Service Level Name	Definition	Calculation	Reported Period	Measurement Period	Performance Target	Maximum Fees At Risk	Fees-at-Risk Calculation
Client Experience	Client Satisfaction	Performance is measured quarterly through Aon Hewitt's standard client satisfaction survey.	On an annual basis, Aon Hewitt will survey Client representatives utilizing Aon Hewitt's standard client satisfaction survey. Performance is measured through the percentage of Client representatives who indicate their overall satisfaction with Aon Hewitt. Client and Aon Hewitt will work together to define the required response rate and reporting requirements. Such discussions should be finalized within 30 days of the Effective Date.	Quarterly	Quarterly	80%	N/A	If score is less than 80%, Aon Hewitt and Client will meet to discuss results of the survey and develop an action plan to address the cause(s) of the dissatisfaction. Such meeting should occur within 30 days of request.
Client Experience	Client Satisfaction Action Plan	Performance is measured through Aon Hewitt's execution of action items as a result of the previous quarter's Client scorecard.	Number of action items completed on time divided by the total number of action items identified in the action plan. Action items which are not solely within Aon Hewitt's control are excluded from any calculation of fees-at-risk.	Quarterly	Quarterly	TBD	2%	If all action items are not completed in the quarter following the survey results, 2% of quarterly Participant Fees will be paid. In the event all action items are not completed by the end of the second quarter following the survey results, an additional 2% of quarterly Participant Fees will be paid. In no event will the maximum fees-at-risk paid under this Service Level be more than 4% of quarterly Participant Fees. Fees-at-risk will be adjusted accordingly should Client elect less than 2% Maximum Fees at Risk. Note: If Client does not fulfill its obligations in the action plan, fees-at-risk will not be paid.
Expatriate Processing	Timeliness of Expatriate Files and Statements	Percentage of expatriate files/statements sent within the agreed upon timeframe.	Year-to-date file to Colgate delivered by 1 <sup>st</sup> business day of the subsequent year. Annual Projection file to Colgate IAS delivered by January 15th. Employee annual statements delivered by January 31st. Files/statements that are sent late for reasons outside of Aon Hewitt's control are excluded from any calculation of fees at risk.	Annually	Annually	100%	1%	1% of annual Participant Fees

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**EXHIBIT 9**  
**PRICING**

This **Exhibit 9** consists of the following:

- **Exhibit 9-A** – Defined Contribution Pricing Schedule
- **Exhibit 9-B** – Health and Welfare Pricing Schedule

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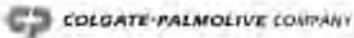
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**EXHIBIT 10**  
**SITES**

<b>Location</b>	<b>Country</b>	<b>Services Provided</b>
Bridgewater, NJ	USA	Ongoing administration, back office operations and technology work
Chennai	India	Back offices file processing services
Gurgaon	India	Back offices file processing services and technology updates to Provider Systems
Lincolnshire, IL	USA	Ongoing administration, hosting of key technology and shared services operations
Noida	India	Back offices file processing Services and technology updates to Provider Systems
Orlando, FL	USA	Primary Provider Site for ongoing administration and call center Services
San Juan, Puerto Rico	USA	Spanish call center support and administrative services
The Woodlands, TX	USA	Ongoing administration and shared services



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**EXHIBIT 11**  
**REPORTS**

Provider shall provide the reports listed in **Exhibit 2** and such other reports as agreed to by the Parties during Transition and documented in the Requirements Document.





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**EXHIBIT 12**  
**KEY PERSONNEL**

The Key Provider Personnel are listed below.

Client Executive, Jamie Dale

Health Delivery Leader, Nicholas Bundy

DC Client Leader, Brian Harris



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## EXHIBIT 13 BUSINESS CONTINUITY

### I. OVERVIEW

#### 1.1 General

Provider shall maintain a comprehensive business continuity program to both reduce the effect of foreseeable incidents and address the re-establishment of Services upon the occurrence of a BC Incident. The components of the business continuity Program are described in this Exhibit (the "Business Continuity Program").

Provider's Business Continuity Program includes multiple Provider's Business Continuity Plans (BCPs) that are managed by Provider's Global Business Continuity and Crisis Management groups. Each BCP is created through a specified process and includes (i) a risk assessment, (ii) designated associates with clearly defined responsibilities, (iii) communication protocols, plan awareness and education, (iv) required testing, and (v) routine maintenance.

A summary of the portions of Provider's Business Continuity Program applicable to Colgate and the Services may be reviewed by Colgate from time to time. Provider reserves the right to change components, processes and architectures of a BCP without notification to Colgate, to the extent such changes do not cause a material adverse effect on the performance of the Services or objectives of the Business Continuity Program as set forth above or in the BCP definition.

#### 1.2 Definitions.

As used in this Exhibit, capitalized terms shall have the meanings set forth below. Capitalized terms used but not defined in this Exhibit shall have the meanings assigned to them in the Agreement.

"**BC Incident**" shall mean any incident or event, a result of which is that (a) Provider is unable to perform the Services as required by the Agreement, and (b) the Services are not reasonably expected to be recoverable or remedied within the applicable RTOs without recourse to the execution of the applicable BCP(s).

"**BC Incident Management Contact**" has the meaning set forth in **Section 5** of this Exhibit.

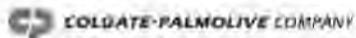
"**BCP**" or "**Business Continuity Plan**" is one element of Provider's Business Continuity Program. Different BCPs exist to address different potential incidents and recovery requirements for different locations or business functions. The goal of each BCP is to prevent interruption of essential services and to re-establish business operations in case of a BC Incident.

"**DRP**" or "**Disaster Recovery Plan**" shall mean the component of a BCP dealing with the recovery of computer systems and applications.

"**RTO**" or "**Recovery Time Objective**" shall mean the required recovery times as set forth in this Exhibit.

### 2. BC INCIDENT IDENTIFICATION

Provider is responsible for declaring a BC Incident. Colgate will be notified of the need to execute the applicable BCP(s) within twenty-four (24) hours of the declaration of a BC Incident. Colgate will then be responsible for engaging the appropriate Colgate internal operations teams to respond to the BC Incident and prepare a team to implement any internal changes at Colgate location that may be necessary. Provider and Colgate will each be responsible for communicating and implementing any changes in their respective environments required to support their respective business continuity programs.



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### 3. BUSINESS CONTINUITY LOCATION CATEGORIES

#### 3.1 Data Centers

Recovery plans for the Provider data centers are provided for within the Disaster Recovery Plans,

(A) **Primary U.S. Data Centers.** Provider has implemented high availability dual data centers at its corporate headquarters in Lincolnshire, IL. The dual data centers are run in active-active configuration supporting rapid and comprehensive recovery from a BC Incident for Provider's systems and applications. The data centers serve as the primary hosting and network hub location for employee and manager self-service and Provider internal applications.

Physical facilities in each data center include:

- Disk replication using mirroring and other technologies;
- Smoke and fire detection system;
- Fire suppression systems;
- Dual electrical power feeds;
- Redundant uninterruptible battery backup power supplies (UPS);
- Generator backup;
- Fuel contract agreements;
- Dedicated OC-12 Sonet ring; and
- Multiple OC-3 Internet connections.

(1) **Primary Data Center DR Testing.** Provider shall routinely test the DRP for the primary data centers, but in any event at least annually. At Colgate's request, Provider will make available to Colgate a written executive level summary of the test results as they relate to the Services. Provider will also prepare an action plan to correct any material deficiencies revealed in such test results as soon as commercially practicable following the completion and review of the DRP test. Provider systems professionals shall maintain, update, and test the applicable DRP (including the simulation of a BC Incident at its primary data centers). In each test Provider shall verify that critical application-processing elements are available and the data is current. Provider does not test every application for every client during every test of the applicable DRP, but the tested applications shall support services that are representative of the Services.

(B) **Other Provider Data Centers Locations.** Provider has implemented various data center facilities outside of the United States for country and region specific support. These data centers subscribe to the same security policies as the primary data centers described above and have individual DRPs for each location. Such locations will be designed with appropriate business interruption preventative safeguards, including but not limited to:

- Dedicated secure room or facility;
- Smoke and fire detection system;
- Fire suppression system;
- Uninterruptible battery backup power supplies (UPS);
- Generator backup; and
- Network redundancy.

(1) **Other Data Center DRP Testing.** Provider shall routinely perform selective, strategic testing of the DRP(s) for such other data centers. At Colgate's request, Provider will make available to Colgate a written executive level summary of the test results as they relate to the Services. Provider will also prepare an action plan to correct any material deficiencies revealed in such test results as soon as commercially practicable following the completion and review of the DRP test. Provider systems professionals shall maintain, update, and test a simulation of a BC Incident at such data centers. In each test Provider shall verify that critical application-processing elements are available and the data is current.





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Provider does not test every application for every client during every test of the DRP(s), but the tested applications shall support services that are representative of the Services.

**3.2 Contact Center Operations.** Provider has implemented contact center locations in the United States and other countries. United States contact centers are located in Lincolnshire, IL, Charlotte, NC, Orlando, FL, and The Woodlands, TX. They leverage common technology platforms and are provisioned with redundant network connections, digital call recording, automatic call distribution, detail call tracking, messaging, and skills-based routing capabilities. Other contact centers have been provisioned using compatible and complementary technologies. Additional contact centers are provisioned with similar capabilities and/or have unique BCPs for redirecting work to non-affected locations.

(A) **Contact Center BCP Tests.** Provider shall routinely test the BCP(s) for the contact centers, but in any event at least annually. At Colgate's request, Provider will make available to Colgate a written executive level summary of the test results as they relate to the Services. Provider will also prepare an action plan to correct any material deficiencies revealed in such test results as soon as commercially practicable following the completion and review of the BCP test. Recovery for a contact center location may be to a different building within a campus environment or to a different Provider contact center location. The applicable BCPs target at least thirty percent (30%) of the normal steady state call representative team to be available in the event relocation is necessary. In each exercise Provider shall verify that critical telephony functions are available and that call re-routing is enabled.

**3.3 Delivery Operations.** Provider maintains global delivery operations centers, in addition to the data centers and contact centers described above, from which Services may be delivered. Each delivery operations center is located within an Provider facility. The delivery operations centers leverage common access, email, server and desktop technologies, are subject to Provider enterprise policies and controls and are connected to Provider's global IS network.

(A) **Delivery Operations BCP Tests.** Provider shall routinely test the BCP(s) for the delivery operations centers, but in any event at least annually. At Colgate's request, Provider will make available to Colgate a written executive level summary of the test results as they relate to the Services. Provider will also prepare an action plan to correct any material deficiencies revealed in such test results as soon as commercially practicable following the completion and review of the BCP test. Recovery for a delivery operations center may include relocating associates to another Provider location, moving work to other Provider associates, remote access, and/or workspace recovery at a third party facility. The goal of the delivery operations BCP is to resume essential business operations within targeted recovery windows.

## 4. RECOVERY.

### 4.1 General.

Provider shall implement the applicable BCP(s) and DRP(s) upon its declaration of a BC Incident with the requirement of recovering critical functions within the RTOs set forth below in this Section 4 based on the nature of the Services being provided. For purposes of this Section 4, "recovery of critical functions" refers to the restoration of critical functions to a state where the content of such critical functions is accessible to Colgate, which may require the use of a work-around or alternative service provided by Provider. The "recovery of critical functions" does not require that the critical functions perform in strict accordance with any service levels or performance standards set forth in the Agreement, but in any event the critical functions shall be substantially usable and accessible to Colgate. The parties shall mutually agree during performance of the transition and implementation services on such critical functions and systems and applicable RTOs based on the applicable systems and hosting arrangements and their criticality.

#### 4.2 RTOs.

The following RTOs apply to BC Incidents that impact the systems used by Provider in connection with its provision of the Services, that in any case are hosted and used by Provider:

<u>Critical Functions/Systems</u>	<u>RTO</u>	<u>Recovery Point</u>
Total Benefits Administration (TBA)	24 hours	Completed transactions replicated or otherwise backed up at time of BC Incident
Voice Response	24 hours	Completed transactions replicated or otherwise backed up at time of BC Incident
Customer Service Representatives	48 hours	Ability to answer telephone calls and materially access Services to assist caller
Colgate and Third Party Interfaces	48 hours	Re-establishment of facilities or alternative means established to enable interface

#### 5. COMMUNICATION CONTACTS.

Both Provider and Colgate shall exchange key contact names (respectively, a "**BC Incident Management Contact**") and contact details so as to enable effective communication in the event that Provider invokes the BCP/DRP in response to a BC Incident. The initial BC Incident Management Contacts shall be the parties' respective authorized representatives. It is recognized that a BC Incident may occur at any time and such emergency contact may be required at any time. Each party will provide 24/7 emergency coverage by phone or pager. Each party agrees to inform the other in the event of change to such details.





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## EXHIBIT 14 FORM OF SOW

This Statement of Work (this "SOW") under the Master Terms and Conditions between Colgate-Palmolive Company ("Colgate") and Hewitt Associates LLC ("Provider") dated March \_\_, 2017 (the "Agreement") is entered into as of the SOW Effective Date set forth below. The terms and conditions of the Agreement are hereby incorporated herein by reference. In the event of a conflict between the Agreement and a SOW, the terms of the Agreement shall prevail, unless the SOW expressly references the specific provision in the Agreement to be modified by the SOW. All capitalized terms that are used but not defined in this SOW shall have the respective meanings given to them in the Agreement.

**[SOW DRAFTING NOTE: Consistent with Section 1.A of the Agreement, SOW's may be used only for new Services of the nature of one-time project work. New ongoing Services shall be added to Exhibit 2 of the Agreement by way of amendments or change orders to the Agreement.]**

SOW Term. The term of this SOW shall begin effective as of the following SOW Effective Date:

- **[Insert SOW Effective Date]**

The SOW Term shall continue in full force and effect until the earliest of (a) successful completion of the Services and acceptance by Colgate of all Deliverables hereunder, each in accordance with the acceptance criteria set forth in this SOW, (b) termination in accordance with the terms of the Agreement or this SOW, or (c):

- **[Insert final SOW Expiration Date]**

Description of Services. Provider shall perform the following Services in accordance with the terms and conditions set forth in the Agreement and in this SOW:

- **[Provide a general description of Services to be performed, including any applicable specifications for such services.]**

List of Deliverables. Provider shall deliver the Deliverables, including the developments, designs, technology, products, materials, information, reports, documentation and work product set forth below, to Colgate in accordance with the schedule set forth below:

- **[List Deliverables, including any applicable specifications, and delivery dates/schedule if applicable.]**

Acceptance Testing. Acceptance will occur when Provider is notified by Colgate in writing that Colgate has determined, in its reasonable discretion that the Services and the Deliverables conform to the specifications set forth in this SOW and the acceptance criteria set forth below have been satisfied:

- **[List acceptance criteria applicable to Services and Deliverables.]**

Compensation. Subject to Section 12 of the Agreement and Exhibit 9, Colgate shall pay Provider the Fees and expenses set forth below, which represent all Fees and expenses to be paid by Colgate hereunder.

- **[Indicate the Fees and other compensation payable and whether the project is a time and materials project, a fixed-fee engagement or a combination thereof. If invoicing will be tied to the achievement of particular milestones (e.g., the acceptance of Deliverables, etc.), indicate the nature and/or amount of expenses that will be paid or reimbursed by Colgate.]**

Project Plan. Provider shall perform the Services and complete the Deliverables in accordance with the following Project Plan:





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- [Describe the specific tasks, methods, procedures and timing of the steps Provider shall take to implement the Services and complete the Deliverables. Include any applicable milestones or licenses granted by Colgate.]

Resources/Facilities. Except as set forth below, Provider shall provide all facilities, personnel, equipment, software, hardware and other resources necessary to provide the Services:

- [List Colgate Sites and resources to be used.]

Set forth below is a list of Provider Sites where the Services are to be performed that are different than the sites set forth in **Exhibit 10** to the Agreement, together with a description of the general scope of the Services to be provided at each additional location:

- [List Provider Sites that are not already listed in Exhibit 10 and describe the scope of Services to be provided at each location.]

Provider may perform Services from the following locations outside of the United States in addition to those listed in **Exhibit 10**. Provider shall remain fully liable and responsible for the performance of all Services performed by non-U.S. operations.

- [List specific locations (by address) outside of the U.S. that are not listed in Exhibit 10 from which Provider will perform Services, if any.]

Colgate New Intellectual Property. The following Deliverables under this SOW are created or provided by Provider exclusively for Colgate on a fully-customized basis and therefore will be exclusively owned by Colgate pursuant to **Section 8** of the Agreement:

- [List Deliverables created exclusively for Colgate on a fully-customized basis (i.e., Colgate New Intellectual Property to be owned by Colgate), if any.]

Provider Personnel. If Provider and Colgate agree that Provider is to utilize specific Provider Personnel then, listed below, are the Provider Personnel to carry out the work under this SOW:

- [If applicable because specific individuals are to perform the work, then list number and description of Provider Personnel who will perform the Services and describe the scope of the Services to be performed by each.]

In the event any such named Provider Personnel must be replaced, Provider shall notify Colgate of such replacement and any such replacement must be approved in advance by Colgate, such approval not to be unreasonably withheld. In the event any Provider Personnel, whether or not named above, must be replaced and the replacement requires training, all such training shall be at Provider's sole cost and expense and shall not delay the performance of the Services.

Project Managers. [ ] shall be the Colgate relationship manager, and [ ] shall be the Provider relationship manager (each a "Relationship Manager" and together, the "Relationship Managers"). The responsibilities of the Relationship Managers shall include:

- [List responsibilities of Relationship Managers]

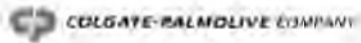
Subcontractors. Set forth below is a list of Subcontractors, if any, for which Colgate's consent is required under **Section 6.G** to the Agreement, with a description of the work to be subcontracted to such Subcontractors. Colgate hereby grants consent to the subcontracting described below:

- [List any Subcontractors that are not already permitted under the Agreement and will be utilized to perform Services and describe the scope of the Services to be performed by each.]

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IN WITNESS WHEREOF, the parties hereto, each by a duly authorized representative, have entered into this SOW as of SOW Effective Date set forth above.

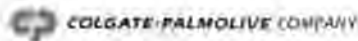
COLGATE-PALMOLIVE COMPANY

By: SAMPLE  
Name:  
Title:

[PROVIDER]

By: SAMPLE  
Name:  
Title:





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**EXHIBIT 15**  
**TERMINATION ASSISTANCE**

Activity	Provider Responsibilities	Performance Expectation	Fee Provisions
Project Management	Participate in conference calls with Successor to ensure coordination and fulfillment of transition responsibilities.	Provide a single point of contact for such planning meetings. Point of contact to participate on a weekly basis (for no more than one hour) throughout the Termination Assistance Period.	No Fee for preparation or participation in weekly conference calls.
Participant Data	Provide single consolidated feed of data in standard format via electronic media. (3 test files plus an additional final production file).  For this purpose, "Participant" shall include all active employees regardless of current eligibility, all inactive employees, all terminated vested Participants, all terminated non-vested employees within their service bridging period, and all retirees, beneficiaries, and survivors.	Provide control totals for representative indicative data fields and for all financial data.	No Fee for providing in Provider format. Fee for customization of format using the rates set forth in <b>Exhibit 9</b> .
Dependent Data	Provide single consolidated feed of data in standard format via electronic media (if not in Participant Data above) including benefit start and end dates.	Provide control totals for representative indicative data fields and for all financial data.	No Fee for providing in Provider format. Fee for customization of format using the rates set forth in <b>Exhibit 9</b> .
Beneficiary Data	Provide single consolidated feed of beneficiary election data in standard format via electronic media (if not in Participant Data above).	Provide control totals for representative indicative data fields and for all financial data.	No Fee for providing in Provider format. Fee for customization of format using the rates set forth in <b>Exhibit 9</b> .
Historical Data	Provide appropriate feed(s) of all historical data, including job status, employment history, earnings information, pension calculations, H&W benefit options (for at least the last two years), etc. in standard format via electronic media	Provide control totals for representative indicative data fields and for all financial data.	No Fee for providing in Provider format. Fee for customization of format using the rates set forth in <b>Exhibit 9</b> .
Events in Progress	Complete processing of all events that commenced prior to the end of the Termination Assistance Period. Provide results of event to replacement provider.	Complete those events that Colgate deems impractical to be completed by Successor.  Any events anticipated to last more than 30 days beyond the termination date will be mutually negotiated.	Fee for administrative processing using the rates set forth in <b>Exhibit 9</b> .
Case Tracking Data	Provide all current case tracking information in standard format via electronic media.	Provide control totals for representative indicative data fields.	No Fee for providing in Provider format. Fee for customization of format using the rates set forth in <b>Exhibit 9</b> .



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Activity	Provider Responsibilities	Performance Expectation	Fee Provisions
Forms and Inventory	Return all existing pre-printed stock and other communications materials	Return agreed-upon materials within 30 days following end of Termination Assistance Period.	No Fee for providing inventories, except of direct pass-through expenses related to return of materials.
Paper and Electronic Records	Return all historical paper forms being maintained under records retention standard. Provide single consolidated feed of imaged documentation via electronic format.	Provide control totals for imaging conversion file.	No Fee for providing in Provider format. Fee for customization of format using the rates set forth in <b>Exhibit 9</b> .
COBRA Transition	Provide single consolidated feed of data in standard electronic format.	Provide control totals for representative indicative data fields and for all financial data.	No Fee for providing in Provider format. Fee for customization of format using the rates set forth in <b>Exhibit 9</b> .
Inactive Billing Transition	Provide single consolidated feed of data in standard electronic format.	Provide control totals for representative indicative data fields and for all financial data.	No Fee for providing in Provider format. Fee for customization of format using the rates set forth in <b>Exhibit 9</b> .
QDRO/QMCSO Transition	Complete processing of all instructions received prior to the end of the Termination Assistance Period.	Complete any qualifications and/or other instructions that Colgate deems impractical to be completed by Successor. Any events anticipated to last more than 30 days beyond the termination date will be mutually negotiated.	Fee for administrative processing using the rates set forth in <b>Exhibit 9</b> .





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**EXHIBIT 16**  
**APPROVED SUBCONTRACTORS**

<b>Subcontractor</b>	<b>Subcontracted Services</b>
AT&T Access Direct	Voice and Web Benefits Portal
Bayside Printing Company Inc.	Fulfillment
Blue Cloud	Data Destruction
BSI	Provides withholding calculations for state & federal taxation rules integrated into Pension.
Broadridge Financial Solutions, Inc.	Provides prospectuses to Participants through the Personal Finance Center
CalcXML	Leverage content for retirement tools & calculators.
CBI Fulfillment Services, LLC	Fulfillment
CGI	Envelope supplier
Chime Solutions (f/k/a eVerfile)	Customer service and administrative services
CFC Plus Inc.	Coordinate production and distribution of IRS Form 1095-C, including on-line hosting; Affordable Care Act 6055/6056 2015 Tax Reporting services (Optional Service)
Citibank	Lockbox for Direct Billing and Payments; optional premium payment service.
Delta Data Systems	SEC22c-2 Compliance Monitoring for Registered Mutual Funds
Dow Jones	Produces Invest in Your Future Quarterly Newsletter that is provided to plan participants (hard copy or electronic)
Google Analytics	Data Aggregation and Analysis
HelloWallet	Provides calculations of Real Future™, retirement projection tool.
HOV	Data clean-up and management
Intuit	Data aggregation services for Quicken and Mint
Ipsos SA	Customer Satisfaction Surveys
Language Line, Inc.	Translation Services
Lipper, a Thomson Reuters Company	Your Benefit Resources content provider of mutual fund information
Newkirk	Enrollment kits
NextCapital	Provides technical support to our proprietary solution, DC Nexus
Oracle	Provides chat functionality
R.R. Donnelley & Sons Company	Fulfillment
Randstad Holdings	Customer service and administrative services
Risk Compliance Performance Solutions	Provides missing participant searches
Salesforce.com	Customer relationship management system
Sitel Worldwide Corporation	Customer service and administrative services
Strenuus	Provider Direct (physician and hospital search tool)
The Deposit Trust and Clearing Corporation (DTCC)	Trades for daily valuation of client investments are submitted through the National Securities Clearing Corporation via DTCC
Wealth Management System Inc.	Rollover Management

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